

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, May 3, 2022
CITY COUNCIL CHAMBER
415 DIAMOND STREET, REDONDO BEACH**

THE CITY COUNCIL IS RESUMING PUBLIC MEETINGS IN THE COUNCIL CHAMBER EFFECTIVE IMMEDIATELY. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN-PERSON, 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 official 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_cvqcbJPoS9amLsPQtXwMPQ

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:

<https://redondo.granicusideas.com/meetings>

- 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, EMAILS MUST BE RECEIVED BEFORE 3:00PM THE DAY OF THE 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 - EXISTING LITIGATION - The Closed Session is authorized by the attorney-client privilege, Government Code Section 54956.9(d)(1).

Name of case:

Colette Gray v. City of Redondo Beach, et al.

Case Number: 19STCV23241

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:

Nicholas George Perry v. City of Redondo Beach, et al

Case Number: 19STCV11707

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:

Olivia Quinn v. City of Redondo Beach, et al.

Case Number: 19STCV43868

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
 - D.1. [MAYOR'S COMMENDATION TO THE SOUTH REDONDO AYSO 34 ALL STAR GIRLS 10U TEAM FOR WINNING THE 2022 WESTERN STATES ALL STAR TOURNAMENT](#)
 - D.2. [MAYOR'S COMMENDATION TO THE NORTH REDONDO AYSO 17 ALL STAR GIRLS 12U TEAM FOR WINNING THE 2022 WESTERN STATES ALL STARS TOURNAMENT](#)
- E. APPROVE ORDER OF AGENDA
- F. AGENCY RECESS
 - F.1. [REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY](#)
CONTACT: JENNIFER PAUL, 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 AND REGULAR MEETING OF MAY 3, 2022](#)
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. APRIL 5, 2022 ADJOURNED REGULAR & REGULAR MEETING](#)
CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

CHECKS 28131-28157 IN THE AMOUNT OF \$25,700.74, PD. 4/29/22
DIRECT DEPOSIT 247693-248208 IN THE AMOUNT OF \$1,792,826.27, PD. 4/29/22
EFT/ACH \$7,557.23, PD. 4/1/22 (PP2207)
EFT/ACH \$361,788.80, PD. 4/4/22 (PP2206)
EFT/ACH \$367,641.26, PD. 4/7/22 (PP2207)

ACCOUNTS PAYABLE DEMANDS

CHECKS 103285--103454 IN THE AMOUNT OF \$1,505,039.89
EFT CALPERS MEDICAL INSURANCE \$362,554.31
DIRECT DEPOSIT 100005955-100006056 IN THE AMOUNT OF \$87,367.29, PD. 4/29/22
REPLACEMENT DEMANDS 103281-103284 \$679.03

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

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

1. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH COOK, HAMMOND AND KELL, INC. DBA CHK AMERICA FOR PROFESSIONAL TRANSIT GRAPHIC DESIGN SERVICES FOR AN ADDITIONAL AMOUNT OF \$10,000 AND TO EXTEND THE TERM TO JUNE 30, 2024.

2. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH KIM FUENTES FOR PROFESSIONAL TRANSPORTATION TECHNICAL ASSISTANCE FOR AN ADDITIONAL AMOUNT OF \$15,000 AND TO EXTEND THE TERM TO JUNE 30, 2024.

3. APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT WITH ROY E. GLAUTHIER CONSULTING FOR PROFESSIONAL TRANSIT CONSULTATION SERVICES FOR AN ADDITIONAL AMOUNT OF \$20,000 AND TO EXTEND THE TERM TO JUNE 30, 2023.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

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

CONTACT: ELEANOR MANZANO, CITY CLERK

H.7. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-023, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO PHONG HOONG, AN INDIVIDUAL, DBA MINI CHINESE RESTAURANT

APPROVE THE LEASE WITH PHONG HOONG, AN INDIVIDUAL, DBA MINI CHINESE RESTAURANT, FOR A MONTHLY MINIMUM RENT OF \$1,618.76 AND A TERM OF MAY 3, 2022 THROUGH APRIL 5, 2026

CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

H.8. APPROVE THREE-YEAR AGREEMENTS WITH PCI STRIPING AND SUPERIOR

PAVEMENT MARKINGS TO PROVIDE CITYWIDE STREET STRIPING SERVICES FOR A COST NOT TO EXCEED \$54,000 PER AGREEMENT, FOR THE TERM MAY 3, 2022 TO MAY 2, 2025

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.9. AUTHORIZE THE PURCHASE OF A BACKUP SEWER PUMP FOR THE RINDGE LIFT STATION FROM XYLEM WATER SOLUTIONS FOR A COST TO THE WASTEWATER FUND OF \$53,701

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.10. ACCEPT AS COMPLETE THE 190TH STREET KING HARBOR ENTRY SIGN AND PEDESTRIAN SIGNAL IMPROVEMENTS PROJECT, JOBS NO. 10160 & 41200, 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 \$7,817.83 TO ELECNOR BELCO ELECTRIC, INC., UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED AGAINST THE PROJECT

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.11. APPROVE THE FIRST AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH LUCCI & ASSOCIATES, INC., TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$200,000 AND TO EXTEND THE TERM TO MAY 2, 2024

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.12. ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2205-024, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE \$512,267 IN HARBOR TIDELANDS FUNDS FROM THE UNALLOCATED FUND BALANCE TO THE PIER RAILING IMPROVEMENT PROJECT, JOB NO. 70360; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-025, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDED A CONTRACT TO UNIX CONSTRUCTION INC, A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$1,571,546 FOR THE CONSTRUCTION OF THE PIER RAILING IMPROVEMENT PROJECT, JOB NO. 70360

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.13. APPROVE THE CITY ENGINEER'S REPORT FOR THE 2022-2023 FISCAL YEAR STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-026, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DECLARING ITS INTENTION TO ORDER AN ASSESSMENT FOR THE MAINTENANCE AND IMPROVEMENTS OF CERTAIN STREET LIGHTING FIXTURES, APPURTENANCES AND LANDSCAPED AREAS FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND SETTING A TIME AND PLACE FOR THE PUBLIC PROTEST HEARING

SET JUNE 7, 2022, AS THE DATE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE PROPOSED 2022-2023 FISCAL YEAR STREET LANDSCAPING AND LIGHTING DISTRICT ASSESSMENT

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.14.** APPROVE AN AMENDMENT TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. TO PREPARE GRANT APPLICATIONS FOR THE FUNDING OF PROJECTS INCLUDED IN THE UPDATED BEACH CITIES ENHANCED WATERSHED MANAGEMENT PLAN AND TO DESIGN LOW FLOW DIVERSIONS TO THE SANITARY SEWER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$400,000 FOR A FOUR-YEAR TERM THROUGH JULY 1, 2026

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.15.** APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR CONSULTING SERVICES SUPPORTING COMPLIANCE WITH THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND SEASIDE LAGOON NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS IN AN AMOUNT NOT TO EXCEED \$200,000 PER YEAR FOR A TOTAL OF \$1,000,000 FOR AN ADDITIONAL FIVE-YEAR TERM TO JUNE 30, 2027

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

- H.16.** APPROVE THE SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH SHUTE, MIHALY & WEINBERGER LLP

CONTACT: MICHAEL WEBB, CITY ATTORNEY

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 ON THE SUBMITTAL OF A LETTER TO LOS ANGELES COUNTY SUPERVISOR HOLLY MITCHELL AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) REGARDING THE METRO C (GREEN) LINE EXTENSION TO TORRANCE PROJECT

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

N.2. DISCUSSION AND POSSIBLE ACTION REGARDING THE PICKLEBALL FEASIBILITY STUDY

RECEIVE AND FILE THE STUDY AND THE INPUT FROM THE RECREATION AND PARKS COMMISSION AND COMMUNITY AND PROVIDE DIRECTION ON ANY PROPOSED PICKLEBALL LOCATIONS

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

N.3. DISCUSSION AND POSSIBLE ACTION REGARDING THE PROCESS TO REPLACE THE CITY'S WEBSITE AND CONTENT MANAGEMENT SYSTEM

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

N.4. RECEIVE AND FILE A REPORT ON MURAL ORDINANCE OPTIONS AND AVAILABLE MURAL LOCATIONS THROUGHOUT THE CITY

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

N.5. RECEIVE AND FILE A REPORT ON SHORT-TERM AND LONG-TERM IMPROVEMENTS AND ADDITIONAL AMENITIES AT AVIATION PARK

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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:

Colette Gray v. City of Redondo Beach, et al.

Case Number: 19STCV23241

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:

Nicholas George Perry v. City of Redondo Beach, et al

Case Number: 19STCV11707

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:
Olivia Quinn v. City of Redondo Beach, et al.
Case Number: 19STCV43868

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

T.1. ADJOURN IN MEMORY OF CAROLYN LININGER, FORMER CITY EMPLOYEE

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, May 10, 2022, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

F.1., File # 22-4103

Meeting Date: 5/3/2022

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:

Colette Gray v. City of Redondo Beach, et al.

Case Number: 19STCV23241



Administrative Report

F.2., File # 22-4104

Meeting Date: 5/3/2022

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:

Nicholas George Perry v. City of Redondo Beach, et al

Case Number: 19STCV11707



Administrative Report

F.3., File # 22-4105

Meeting Date: 5/3/2022

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:

Olivia Quinn v. City of Redondo Beach, et al.

Case Number: 19STCV43868



Administrative Report

D.1., File # 22-4084

Meeting Date: 5/3/2022

TITLE

MAYOR'S COMMENDATION TO THE SOUTH REDONDO AYSO 34 ALL STAR GIRLS 10U TEAM
FOR WINNING THE 2022 WESTERN STATES ALL STAR TOURNAMENT



Administrative Report

D.2., File # 22-4085

Meeting Date: 5/3/2022

TITLE

MAYOR'S COMMENDATION TO THE NORTH REDONDO AYSO 17 ALL STAR GIRLS 12U TEAM
FOR WINNING THE 2022 WESTERN STATES ALL STARS TOURNAMENT



Administrative Report

F.1., File # 22-3781

Meeting Date: 5/3/2022

TITLE

REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY

**AGENDA
REGULAR MEETING
REDONDO BEACH COMMUNITY FINANCING AUTHORITY
TUESDAY, MAY 3, 2022 - 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 May 3, 2022.

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 April 5, 2022.

C4. APPROVAL OF CHECK NUMBERS 000494 THROUGH 000495 IN THE TOTAL AMOUNT OF \$4,707.00.

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

F. EX PARTE COMMUNICATIONS

G. PUBLIC HEARINGS

H. OLD BUSINESS

I. NEW BUSINESS

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next meeting of the Redondo Beach Community Financing Authority will be a regular meeting to be held at 6:00 p.m. on Tuesday, June 7, 2022, 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 ✓ Adjacent to Council Chambers
Meeting Date & Time	May 3, 2022 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: April 29, 2022

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 Vice-Chair Obagi at 6:15 p.m. in the City Hall Council Chamber, 415 Diamond Street.

ROLL CALL

Members Present: Nehrenheim, Loewenstein, Horvath, Emdee, Vice-Chair Obagi
Members Absent: Chair Brand
Officials Present: Eleanor Manzano, City Clerk
Michael Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk
Diane Cleary, Minutes Clerk

A. APPROVAL OF ORDER OF AGENDA

Motion by Member Nehrenheim, seconded by Member Horvath, to approve the Order of Agenda as presented. There being no objections to the Order of Agenda, Vice-Chair Obagi so ordered.

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 April 5, 2022.

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 March 1, 2022.

C4. APPROVAL OF CHECK NUMBER 000492 THROUGH 000493 IN THE TOTAL AMOUNT OF \$19,518.45.

Vice-Chair Obagi called for public comment via eComment and Zoom. There being no comments, Vice-Chair Obagi closed the public comment period.

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

AYES: Nehrenheim, Loewenstein, Horvath, Emdee, Vice-Chair Obagi
NOES: None
ABSENT: Chair Brand

D. EXCLUDED CONSENT CALENDAR ITEMS - NONE

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Vice-Chair Obagi called for public comment via eComment and Zoom. There being no comments, Vice-Chair Obagi closed the public comment period.

F. EX PARTE COMMUNICATIONS – NONE

G. PUBLIC HEARINGS – NONE

H. OLD BUSINESS – NONE

I. NEW BUSINESS – NONE

J. MEMBER ITEMS AND REFERRALS TO STAFF – NONE

K. ADJOURNMENT: 6:19 P.M.

Motion by Member Emdee, seconded by Member Horvath, to adjourn at 6:19 p.m. There being no objections, Vice-Chair Obagi so ordered.

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, May 3, 2022, 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: May 3, 2022

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

From: JENNIFER PAUL, FINANCE DIRECTOR

Subject: CHECK APPROVAL

RECOMMENDATION

Approve check numbers 000494 through 000495 in the total amount of \$4,707.00.

EXECUTIVE SUMMARY

The attached Summary Check Register lists check numbers 000494 through 000495 in the total amount of \$4,707.00. Check number 000494 is a reimbursement to the City for expenses paid by the City on behalf of the Community Financing Authority. Check 000495 is a payment to the Redondo Pier Association for quarterly dues associated with the Kincaid's Restaurant building.

BACKGROUND

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

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

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

Administrative Report

Check Approval

Page 2

May 3, 2022

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 000494 in the amount of \$3,895.67 is for the reimbursement of April 2022 expenditures made by the City on the Community Financing Authority's behalf.

The payment to the Redondo Pier Association on check number 000495 in the amount of \$811.33 is for the April through June 2022 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 000494 through 000495 in the total amount of \$4,707.00.

Submitted by:
Jennifer Paul, Finance Director

Approved for forwarding by:
Mike Witzansky, City Manager

dkaku

Attachment:

- Summary Check Register

COMMUNITY FINANCING AUTHORITY
Summary Check Register

DATE	CHECK NO	AMOUNT	PAYEE	DESCRIPTION
05/03/22	000494	\$ 3,895.67	City of Redondo Beach	Reimbursement - April 2022
05/03/22	000495	\$ 811.33	Redondo Pier Association	Dues - April - June 2022
		<u>\$ 4,707.00</u>		



Administrative Report

G.1., File # 22-4039

Meeting Date: 5/3/2022

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 22-4040

Meeting Date: 5/3/2022

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

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF MAY 3, 2022

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 ✓ Adjacent to Council Chambers
Meeting Date & Time	MAY 3, 2022 4:30 p.m. Closed Session 6:00 p.m. Open Session

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

Eleanor Manzano, City Clerk

Date: April 29, 2022



Administrative Report

H.2., File # 22-4041

Meeting Date: 5/3/2022

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 # 22-4038

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

APPROVE THE FOLLOWING CITY COUNCIL MINUTES:

A. APRIL 5, 2022 ADJOURNED REGULAR & REGULAR MEETING

EXECUTIVE SUMMARY

Approval of Council Minutes

APPROVED BY:

Eleanor Manzano, City Clerk



A. CALL MEETING TO ORDER

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

B. ROLL CALL

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Obagi, Emdee, Mayor Brand
Councilmembers Absent: None
Officials Present: Michael Webb, City Attorney
Mike Witzansky, City Manager
Vickie Kroneberger, Chief Deputy City Clerk

C. SALUTE TO THE FLAG AND INVOCATION – NONE

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

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

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: 4:30 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:

Elizabeth & Michael Sunu v. Gregorio Guerrero, Scott Yates, City of Redondo Beach, et al.

Case Number: 21STCV41031

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:

Santa Monica-Malibu Unified School District and City of Santa Monica. v. Los Angeles County Committee on School District Organization

Case Number: 22STCP00986

F.3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager
Greg Kapovich, Waterfront & Economic Development Director

PROPERTY:

Portions of the Redondo Beach Marina Parking Lot and Seaside Lagoon (portions of APN #s 7503-029-900 and 7503-033-903)

NEGOTIATING PARTY:
Allen Sanford, Sanford Ventures, Inc.

UNDER NEGOTIATION:
Both Price and Terms

Motion by Councilmember Emdee, seconded by Nehrenheim, to recess at 4:32 p.m. to conduct Closed Sessions attended by City Manager Mike Witzansky, City Attorney Mike Webb, Assistant City Attorney Cheryl Park and Waterfront & Economic Development Director Greg Kapovich. There being no objections, Mayor Brand so ordered.

G. RECONVENE TO OPEN SESSION

H. ROLL CALL

Councilmembers Present:	Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
Councilmembers Absent:	Mayor Brand
Officials Present:	Eleanor Manzano, City Clerk Michael Webb, City Attorney Mike Witzansky, City Manager

I. ANNOUNCEMENT OF CLOSED SESSION ACTIONS

City Manager Witzansky and City Attorney Webb noted a unanimous vote by Council for authorization to defend on Item F.1.

J. ADJOURN TO REGULAR MEETING

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to adjourn at 6:01 p.m. to a regular meeting. There being no objections, Mayor Pro Tem Obagi so ordered.

A. CALL TO ORDER

Via Teleconference, a Regular Meeting of the Redondo Beach City Council was called to order by Mayor Pro Tem Obagi at 6:02 p.m. in the City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:	Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
Councilmembers Absent:	Mayor Brand
Officials Present:	Eleanor Manzano, City Clerk Michael Webb, City Attorney Mike Witzansky, City Manager

C. SALUTE TO THE FLAG AND INVOCATION

At the request of Mayor Pro Tem Obagi, 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 this weekend indoors at the Alta Vista Community Center from 9:30 to 11:30 a.m., and stated his online meeting will take place on April 20 with a special guest. He also thanked the City Manager's Office and staff for getting input from the public regarding the budget, and further stated that the Recreation and Parks and Public Art Commissions will be discussing the Old Library at Veteran's Park and seeking input.

Councilmember Loewenstein stated he attended the Independent Cities Association biannual meeting and commended Councilmember Nehrenheim in helping to organize the agenda and the speakers, discussing the homeless and housing bills. He also announced his Community Meeting on April 20 from 6 to 7:30 p.m. online with special guest new Waterfront & Economic Development Director Greg Kapovich.

Councilmember Horvath announced his virtual District 3 Community meeting on Saturday, April 23 at 9:30 a.m.

Councilmember Emdee spoke on the City's website which includes information about the City including the budget, City Residential Guidelines, Harbor Amenities Plan and a budget survey. She also said that classes are now available for the Redondo Parks and Rec and announced the Eggs-travaganza at Dominguez Park taking place on April 18.

Mayor Pro Tem Obagi welcomed Michaels Craft, a learning place on Artesia Boulevard and noted the deadline has been extended to apply for grants for 501(c)(3)'s by Representative Lieu's Office. He also thanked Public Works for the mulch spreading event last Saturday put on by Deputy Public Works Director Mike Klein, and thanked the Redondo Beach Police and Fire for their help. He further thanked those involved in the Independent Cities Association biannual meeting.

E. APPROVAL OF ORDER OF AGENDA

Motion by Councilmember Horvath, seconded by Mayor Pro Tem Obagi, to move Item N.3 immediately after Item J, and then consider Items M.1, P.1, N.1, N.2, N.4 and N.5 in that order. Motion carried unanimously, with the following roll call vote:

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

F. AGENCY RECESS: 6:13 p.m.

Motion by Councilmember Emdee, seconded by Councilmember Horvath, to recess to the Regular Meeting of the Community Financing Authority. There being no objections, Mayor Pro Tem Obagi so ordered.

**F.1. REGULAR MEETING OF THE COMMUNITY FINANCING AUTHORITY
CONTACT: JENNIFER PAUL, FINANCE DIRECTOR**

F.2. PARKING AUTHORITY - REGULAR MEETING - CANCELLED

RECONVENE: 6:17 p.m.

Councilmembers Present: Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
Councilmembers Absent: Mayor Brand
Officials Present: Eleanor Manzano, City Clerk

G. BLUE FOLDER ITEMS – ADDITIONAL BACK UP MATERIALS

Motion by Councilmember Horvath, seconded by Councilmember Mayor Pro Tem Obagi, to receive and file additional Items for H.3, H.14, and J.1. There being no objections, Mayor Pro Tem Obagi so ordered.

H. CONSENT CALENDAR

H.1. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF APRIL 5, 2022

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. FEBRUARY 8, 2022 ADJOURNED REGULAR & REGULAR MEETING

B. FEBRUARY 15, 2022 ADJOURNED REGULAR & REGULAR MEETING

CONTACT: ELEANOR MANZANO, CITY CLERK

H.4. PAYROLL DEMANDS

CHECKS 28059-28096 IN THE AMOUNT OF \$67,964.47, PD. 4/1/22

DIRECT DEPOSIT 246674-247180 IN THE AMOUNT OF \$1,796,661.75, PD. 4/1/22

EFT/ACH \$7,640.57, PD. 3/4/22 (PP2205)

EFT/ACH \$370,641.20, PD. 3/23/22 (PP2205)

ACCOUNTS PAYABLE DEMANDS

CHECKS 102843-102999 IN THE AMOUNT OF \$2,183,507.74

EFT CALPERS MEDICAL INSURANCE \$366,643.16

EFT BARINGS MULTIFAMILY CAPITAL \$155,725.00

EFT BARINGS MULTIFAMILY CAPITAL \$174,110.00

DIRECT DEPOSIT 100005853-100005954 IN THE AMOUNT OF \$89,742.26, PD. 4/1/22

REPLACEMENT DEMAND 102842 \$31,945.00

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

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

1. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH WEST COAST CIVIL, INC. FOR CIVIL ENGINEERING SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT JOB NO. 20120 FOR AN ADDITIONAL AMOUNT OF \$14,500 FOR THE EXISTING TERM THROUGH DECEMBER 31, 2022, WITH AN OPTION TO RENEW FOR ONE YEAR.

2. APPROVE A LIABILITY WAIVER AGREEMENT AND A FUNDING APPLICATION WITH WEST BASIN MUNICIPAL WATER DISTRICT FOR THE WATER BOTTLE FILLING STATION GRANT PROGRAM TO RECEIVE UP TO \$2,000 OF GRANT FUNDING.

3. APPROVE A PARTICIPANT AGREEMENT WITH THE COUNTY OF LOS ANGELES AND THE CITY OF REDONDO BEACH FOR PARTICIPATION IN THE LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM 7 (LARIAC7) PROJECT TO ACQUIRE NEW DIGITAL ORTHOGONAL AND OBLIQUE AERIAL IMAGERY IN AN AMOUNT NOT TO EXCEED \$26,369 UNTIL TERMINATED.

4. APPROVE A CONSENT TO ASSIGNMENT OF THE CDBG FUNDING AGREEMENT WITH SOUTH BAY FAMILY HEALTH CARE TO VENICE FAMILY CLINIC FOR THE SOUTH BAY FAMILY HEALTH CARE DENTAL PROGRAM FOR FISCAL YEAR 2021-2022.

5. APPROVE A VOTE CENTER FACILITY USE AGREEMENT AND THE ELECTION & SAFETY PLANS FOR USE OF THE ALTA VISTA PARK COMMUNITY CENTER AND PERRY PARK TEEN CENTER WITH THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK FOR THE STATEWIDE JUNE 7, 2022 PRIMARY AND NOVEMBER 8, 2022 GENERAL ELECTIONS AT NO COST TO THE CITY FOR THE TERM APRIL 5, 2022 THROUGH NOVEMBER 30, 2022.

6. APPROVE AN AGREEMENT WITH SIRSI CORPORATION DBA SIRSIDYNIX FOR THE BLUECLOUD ANALYTICS DATA ANALYSIS PLATFORM AND SYMPHONY SAAS SIP2 INTERFACE IN AN AMOUNT NOT TO EXCEED \$1,560 FOR THE TERM JUNE 1, 2022 TO MAY 31, 2023.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

**H.6. EXCUSE ABSENCES OF COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS
CONTACT: ELEANOR MANZANO, CITY CLERK**

**H.7. APPROVE AN AMENDMENT TO THE AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SUPPLEMENTAL CROSSING GUARD SERVICES TO INCREASE THE NUMBER OF AVAILABLE CONTRACT CROSSING GUARDS FROM THREE TO SIX, AT A COST OF \$25,000, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$82,823, FOR THE EXISTING ONE YEAR TERM OF AUGUST 3, 2021 TO JUNE 30, 2022
CONTACT: JOSEPH HOFFMAN, CHIEF OF POLICE**

**H.8. APPROVE A SECOND AMENDMENT TO THE AGREEMENT WITH FLYING LION, INC. INCREASING THE NOT TO EXCEED AMOUNT FROM \$105,080 TO \$210,160, FOR THE PROVISION OF DRONE SERVICES THROUGH THE TERM FEBRUARY 11, 2023
CONTACT: JOSEPH HOFFMAN, CHIEF OF POLICE**

**H.9. INTRODUCE BY TITLE ONLY ORDINANCE NO. 3229-22, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING TITLE 12, CHAPTER 2 OF THE REDONDO BEACH MUNICIPAL CODE TO ALLOW SKATEBOARDING ON PAD #10 OF THE REDONDO BEACH PIER UNDER IMPOSED CONDITIONS. FOR INTRODUCTION AND FIRST READING.
CONTACT: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

H.10. APPROVE AN AGREEMENT WITH GRANICUS FOR CONTINUOUS ON-PREMIS USE OF THE EXISTING GRANICUS CIVICA WEBSITE CONTENT MANAGEMENT SYSTEM FOR NO COST AND A TERM THAT ENDS WHEN THE CITY STOPS USING THE CIVICA SOLUTION FOLLOWING THE IMPLEMENTATION OF A NEW WEBSITE SYSTEM.

APPROVE AN AGREEMENT WITH GRANICUS FOR CIVICA CONTENT MANAGEMENT SYSTEM SELF-HOSTING SERVER SETUP AND WEBSITE MIGRATION TO THE CITY NETWORK FOR AN AMOUNT NOT TO EXCEED \$2,500 FOR THE TERM APRIL 5, 2022 - APRIL 4, 2023.

CONTACT: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR

**H.11. APPROVE SENDING A LETTER IN SUPPORT OF AB 2074 WHICH WOULD EXPAND THE AIR QUALITY IMPROVEMENT PROGRAM AND ALLOW THE CALIFORNIA AIR RESOURCES BOARD TO CREATE A MICROMOBILITY DEVICE REBATE PROGRAM
CONTACT: ELIZABETH HAUSE, ASSISTANT TO THE CITY MANAGER**

- H.12. PULLED BY COUNCILMEMBER LOEWENSTEIN FOR FURTHER DISCUSSION.**
- H.13. APPROVE A ONE-YEAR AGREEMENT WITH PACIFICA ELECTRICAL CONTRACTORS INC. TO INSTALL STREET LIGHT POLES AND FIXTURES IN THE PIER/HARBOR AREA FOR A COST TO THE HARBOR TIDELANDS FUND NOT TO EXCEED \$100,000
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.14. ADOPT BY TITLE ONLY, RESOLUTION NO. CC-2204-014 OF THE CITY OF REDONDO BEACH, CALIFORNIA, ORDERING THE CITY ENGINEER TO PREPARE AND FILE A REPORT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTIONS 22500 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE DESCRIBING THE MAINTENANCE AND IMPROVEMENT OF STREET LIGHTS AND LANDSCAPING IN THE CITY OF REDONDO BEACH, CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.15. APPROVE AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH HKA ELEVATOR CONSULTING, INC. IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE TERM ENDING APRIL 4, 2024
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.16. APPROVE AN AGREEMENT WITH KOA CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE BERYL STREET DRAINAGE AND STREET IMPROVEMENTS PROJECT FROM PROSPECT AVENUE TO FLAGLER LANE, JOB NO. 41130, FOR AN AMOUNT NOT TO EXCEED \$177,440 FOR THE TERM APRIL 5, 2022 THROUGH APRIL 4, 2024
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.17. ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2204-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE \$51,802 IN STORMWATER FUNDS AND \$241,085 IN CAPITAL PROJECTS FUNDS ASSOCIATED WITH THE ENHANCED WATERSHED MANAGEMENT PLAN IMPLEMENTATION CIP JOB NO. 60150, AND \$689,000 FROM THE GENERAL FUND UNALLOCATED FUND BALANCE TO THE BERYL STREET DRAINAGE AND STREET IMPROVEMENTS PROJECT FROM PROSPECT AVENUE TO FLAGLER LANE, JOB NO. 41130, AND**
- ADOPT BY TITLE ONLY RESOLUTION NO. CC-2204-016, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDED A CONTRACT TO SULLY-MILLER CONTRACTING COMPANY, A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$2,388,177 FOR THE CONSTRUCTION OF THE BERYL STREET DRAINAGE AND STREET IMPROVEMENTS PROJECT FROM PROSPECT AVENUE TO FLAGLER LANE, JOB NO. 41130
TED CONTACT: SEMAAN, PUBLIC WORKS DIRECTOR**
- H.18. APPROVE THE FOURTH AMENDMENT TO THE AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING FOR CONSULTING SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 FOR AN ADDITIONAL \$45,000 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$230,000 FOR THE EXISTING TERM
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**
- H.19. PULLED BY COUNCILMEMBER LOEWENSTEIN FOR FURTHER DISCUSSION.**

H.20. RECEIVE AND FILE AN UPDATE ON THE CITY'S OUTDOOR DINING PROGRAM IN RIVIERA VILLAGE AND THE CITY'S REQUEST TO THE CALIFORNIA COASTAL COMMISSION TO MORE PERMANENTLY ALLOW OUTDOOR DINING DECKS ON PARKING SPACES INSIDE THE COASTAL ZONE
CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

H.21. APPROVE SENDING A LETTER IN SUPPORT TO AB 2220, WHICH WOULD CREATE THE HOMELESS COURTS PILOT PROGRAM TO BE ADMINISTERED BY THE JUDICIAL COUNCIL FOR THE PURPOSE OF PROVIDING COMPREHENSIVE COMMUNITY-BASED SERVICES TO CHRONICALLY HOMELESS CRIMINAL DEFENDANTS
CONTACT: MICHAEL WEBB, CITY ATTORNEY
JOY ABAQUIN, QUALITY OF LIFE PROSECUTOR

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

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Horvath, to approve Consent Calendar Items H.1 through H.21, with the exclusion of pulled Items H.12 and H.19. Motion carried unanimously, with the following roll call vote:

AYES: Nehrenheim, Loewenstein, Horvath, Emdee, Mayor Pro Tem Obagi
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.12. RECEIVE AND FILE A REPORT ON PARADE AND CELEBRATION OPTIONS FOR REDONDO BEACH HIGH SCHOOL AND LOCAL YOUTH SPORTS TEAMS
CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

Councilmember Loewenstein suggested having a parade on May 3 from Beryl Heights down to the Circle and then recognize the youth in the City Council Chambers.

Motion by Councilmember Loewenstein, seconded by Councilmember Nehrenheim, to choose Option 2, provide a parade for the families and the proclamation for the AYSO Teams, and to have a proclamation either that night or a staggered night for the CIF Teams.

In response to Mayor Pro Tem Obagi, City Manager Witzansky stated a budget modification at approximately \$2,500 will be required and brought back to Council for a 4/5 vote.

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

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

Motion carried unanimously, with the following roll call vote:

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

**H.19. APPROVE PLANS AND SPECIFICATIONS FOR THE RESIDENTIAL STREET REHABILITATION PROJECT, CYCLE 2, PHASE 3, JOB NO. 40190, AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE PROJECT FOR COMPETITIVE BIDS
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**

Councilmember Loewenstein suggested adding Spencer between El Redondo and Irena, and N. Juanita between Spencer and Emerald if within his budget.

Public Works Director Semaan gave a report and reviewed the work that would need to take place for both locations.

Motion by Councilmember Loewenstein, seconded by Councilmember Horvath, to approve plans and specifications for the Residential Street Rehabilitation Project, Cycle 2, Phase 3, Job No. 40190, and authorize the City Clerk to advertise the project for competitive bids.

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

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

Motion carried unanimously, with the following roll call vote:

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

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Kaitlyn Greaney, Redondo Beach, proposed a fenced-in off leash dog park for well-behaved dogs in Czuleger Park. She reviewed the advantages and safety, thanked Council for their consideration and stated the proposal would be a dog run.

Sheila Lamb spoke on a letter from the Planning Commission requesting approval and support of the revisions of the Outdoor Living Space Ordinance #10-2.1510, noting the current ordinance inadvertently allows new development sacrifice outdoor living space in order to increase indoor living space. She supported improving the quality of life for the community as a whole, noting many pressures at the state and local level to urbanize and densify the City, leaving little outdoor living space on buildable lots. She expressed concern with having a concrete jungle and said it is crucial that the development standard ensure that any future development buildup include adequate and reasonable outdoor living space standards.

Manuel George also spoke on the outdoor livable space issue and he resubmitted a letter sent to the Planning Commission for Council review. He requested that Council provide a monetary compensation for an outdoor consultant to review the issue and make some findings. He also believed the greatest impact will be to property values.

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

Rolf Strutzenberg asked that this item be put on the agenda for City Council.

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

Niki Negrete-Mitchell and Mark Nelson.

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

K. EX PARTE COMMUNICATIONS - NONE

L. PUBLIC HEARINGS - NONE

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

**N.3. DISCUSSION AND POSSIBLE ACTION ON THE RECONSIDERATION OF THE SELECTION OF 100% RENEWABLE CLEAN ENERGY AS THE DEFAULT RATE FOR ALL CLEAN POWER ALLIANCE ENERGY ACCOUNTS IN THE CITY.
CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR**

Ted Bardacke, Executive Director of Clean Power Alliance, provided a slide show and discussed the following:

- Time of Use Transition - Community meeting last month
- Approximately 100 residents have opted out of TOU and went back to flat rates
- Discussion on Rate Dynamics
- Rates are less expensive than SCE until July when rates are readjusted
- Those currently paying the clean rate and decision on 100% green won't happen until October
- Delivery rate increases
- Bill increases
- Will continue to be competitive
- Customers seeing 6% drop in bills as a result of PCIA decrease and SCE generation rate increase 50%
- Differentials between three rates will remain narrow
- Cities changing default rates to 100% green in October
- Los Angeles County will take place in stages

Mayor Pro Tem Obagi stated the culprit is SCE, not CPA, and did not support moving off of renewable energy which is the direction of the future. He also said people can opt out of CPA in October.

Councilmember Loewenstein also agreed the culprit is SCE with rates going up due to wildfires and lack of deferred maintenance.

Mr. Bardacke said the rate protection is adjusted for both CPA and Edison which will be automatic and included in the tariff and bill protection, for people automatically moved in March.

Councilmember Nehrenheim expressed concern with further expenses and suggested having a campaign first to inform the residents. He also reviewed other cities and their rates and believed it is important to stay on the mid-tier rate.

Councilmember Horvath pointed out that Community Choice Aggregation allows the individual to make a choice such as opting out and noted there is no choice with Edison. He also clarified that the state made the decision regarding people opting out which will allow the state to move forward with their climate goals.

Mayor Pro Tem Obagi stated 100% renewable clean energy will add value to the world.

Councilmember Nehrenheim pointed out that Germany produces a far greater amount of renewable energy compared to its neighbor France and he supported choice.

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

Rolf Strutzenberg stated the pricing is a moving target and said he has never found that the CPA rates were lower than the equivalent SCE. He also said the 50% renewable at SCE had a higher content and supported having the choice but most people are unaware of CPA. He suggested putting everyone on SCE 100% which would save money and help the environment.

Craig Cadwallader, Surf Rider Foundation South Bay Chapter, encouraged staying at the 100% green level. He reviewed impacts on the environment and said something needs to be done now and reviewed his recommendations. He supported having a choice and being able to opt out.

Randee Goldfarb, Redondo Union High School, said she and many RUHS students supported Redondo Beach switching to 100% green power and requested measures to support our environment and address climate change.

Chief Deputy City Clerk Vickie Kroneberger read the comments submitted via eComment by:
Jim Montgomery, Mark Nelson and Lezlie Campeggi

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

Councilmember Loewenstein supported staying with 100% renewable clean energy.

Motion by Councilmember Nehrenheim to put Redondo Beach back on the 50% rate power. Motion failed with no second.

Motion by Mayor Pro Tem Obagi, seconded by Councilmember Horvath, to receive and file the report. Motion carried, with the following roll call vote:

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

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

M.1. DISCUSSION AND POSSIBLE ACTION REGARDING POTENTIAL AMENDMENTS TO ADMINISTRATIVE DESIGN REVIEW AND PLANNING COMMISSION DESIGN REVIEW PROCEDURES.

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

Community Development Director Brandy Forbes gave a presentation on potential amendments to Administrative Design Review and Planning Commission Design Review Procedures.

Councilmember Nehrenheim suggested verbiage to request design review and public input. He also suggested an item going to the Planning Commission only if there is an appeal.

Community Development Director Forbes pointed out that there is currently no option for due process and getting to a public hearing or providing feedback. She recommended adding the language triggering the ability to appeal but doesn't require every project going to the Planning Commission.

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

Chief Deputy City Clerk Vickie Kroneberger read the comments submitted via eComment by Mark Nelson.

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

Motion by Councilmember Nehrenheim, seconded by Councilmember Loewenstein, to amend Administrative Design Review procedures to require Notice of Pending Decision for all non-residential projects that fall under ADR, to change the circular circumference to 300 square feet, and to use the Administrative Report Design Review process so it is appealable from the ADR.

Motion carried with the following roll call vote:

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

P. MAYOR AND COUNCIL ITEMS

P.1. DISCUSSION AND CONSIDERATION TO ESTABLISH CITY CHARTER REVIEW ADVISORY COMMITTEE.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

City Attorney Webb gave a report and discussed the following:

- Charter is the constitution of the City - should be reviewed
- Voters have final say
- Council asked for options on the Charter Review Advisory Committee
- Slow process when asked previously in 1993
- Weighty undertaking
- Brown Act Committee
- Appoint Committee via Council
- Exhibit attached on legal opinions
- Budget - approximately \$150K+ costs
- Reviewed issues and unintended consequences
- Restricted by state law - default to November statewide election
- Some charter amendments can take place on the statewide primary or general municipal election
- Limitations on returning with recommendations

Councilmember Nehrenheim supported establishing a City Charter Review advisory committee, noting clean up language is needed and the Charter is out of date. He also proposed breaking down the issues such as administrative updates, items no longer pertinent and offices no longer needed. He further suggested coming up with a framework and ballot measure, meeting once a month, reporting back to Council every other month, having two people appointed by each Councilmember plus an alternate, and meeting until the end of the year.

Councilmember Horvath recommended staff input on items to discuss as part of the process before forming the committee and suggested outreach to residents beforehand.

Mayor Pro Tem Obagi said there are changes that need to be done and updates need to be made. He also agreed with compartmentalizing the subject of the discussion, finishing up at Council, and then having a ballot vote.

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

Eugene Solomon supported input from the elected, department heads and commissions, a short-tiered surgical approach with staff and commission recommendations to be updated quickly and efficiently, and then a longer term discussion on a longer timeline.

Councilmember Loewenstein suggested having an odd number composition for recommendation purposes, and to allow the Mayor a pick or two. He also supported a timely approach.

Mayor Pro Tem Obagi suggested replacing anyone who resigns or disappears.

City Attorney Webb said it is important to be precise and clarified the Mayor had appointments but was chairman only with veto power which was changed to make him a sixth member.

City Attorney Webb said this issue will be weighty and philosophical with major impact on the City which can't be changed easily. He supported cleanup first and setting realistic expectations.

Mayor Pro Tem Obagi reviewed items to address first with a deadline, and replacements as needed.

City Attorney Webb reviewed the rules for unexcused absences and removal of a member.

Councilmember Nehrenheim suggested a priority level and business items that need to be cleaned up first, with a 4/5 or unanimous vote for any member removal. He supported returning with their choices at the third meeting of the month.

City Attorney Webb reviewed considerations for removal of members.

Councilmember Emdee expressed concern with the length of time that may be needed and putting a number on how many meetings that can be missed. She recommended bringing back suggestions and language to agree on at this time.

Councilmember Horvath suggested a School District Board appointee to provide input as well.

City Attorney Webb said clean-up charter changes could be on the general municipal election ballot.

City Manager Witzansky supported addressing fiscal limits, addressing efficiencies, starting the process and to think about when it's the best time to come back for a vote.

Chief Deputy City Clerk Vickie Kroneberger read the comments submitted via eComment by Lezlie Campeggi.

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

Mayor Pro Tem Obagi reviewed his Charter Review Committee suggestions as follows:

- # of Committee Members:
 - One CM appoints one person and one alternate; + 2 picks for Mayor; if a person drops, the alternate graduates and a new alternate appointed;
 - Elimination of person who had two or more in a row for unexcused absence shall be removed by the then council member and be replaced;
 - Majority rule;
 - Removal or replacement only on 4/5ths vote;
 - Elected holding the office who appointed the removed, resigned or absent committee member gets to appoint replacement;
- Input to Committee from:
 - Staff input to amendments;
 - Electeds;
 - Commissions;
 - School Board;

- As charter changes are approved, they come up to Council
- Subject matter compartmentalizing, with input from City Manager/staff/other electeds:
 - All fiscal limits; contractual obligations; purchasing policies, etc.;
 - Administrative business;
 - Procurement;
 - City Treasurer positions;
 - City Clerk;
 - City Attorney's Office;
- Meet 1x per month; report back every other month;
- Polling residents

3rd meeting in staff for appointments; comments; input from staff and other electeds

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Obagi, to accept the Charter Review Committee suggestions submitted by Mayor Pro Tem Obagi and to come back the third meeting of April for appointment choices, comments from staff and other electeds. Motion carried, with the following roll call vote:

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

**N.1. DISCUSSION AND POSSIBLE ACTION ON 2020 CENSUS AND DEMOGRAPHIC DATA AND CITY COUNCIL REDISTRICTING REQUIREMENTS.
 CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR**

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

- Redondo Beach Previous Distribution Procedures
- 2020 Census Algorithm - Anomaly in Data
- 2020 Census Population by Block Distributed by Existing Council Districts
- 2020 Census Redistricting Council Direction from November 9, 2021 Meeting
- Alternative 1 to Amend Boundaries
- 2020 Census Population by Block Distributed by Alternative 1
- Alternative 2 to Amend Boundaries
- 2020 Census Population by Block Distributed by Alternative 1
- Direction and Possible Action

Mayor Pro Tem Obagi recommended doing nothing at this time and moving forward with other issues in the City.

Councilmember Loewenstein expressed concern with more disruption because of the census blocks and moving things around, and also recommended doing nothing at this time.

Councilmember Horvath stated the blocks he represents in the area consider themselves South Redondo in many ways and are an extension of District 2. He believed moving the cutoff onto Prospect made sense. He also suggested the homes on Anita south of Prospect could be added into District 2, and also supported having the clear delineation of a line going across the full district. He supported Alternatives 1 or 2 and creating more cohesiveness.

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

There being none, Mayor Pro Tem Obagi closed the public comment period.

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Obagi, to receive and file the report, to keep the current district boundaries in place, file an appeal to the census for the issue on Paulina to the believed error, and numbers would include the removal of the anomaly. Motion carried, with the following roll call vote:

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

**N.2. DISCUSSION AND POSSIBLE ACTION ON A REPORT REGARDING UPDATES TO THE CAMPAIGN FINANCE ORDINANCE AND ENFORCEMENT OPTIONS
CONTACT: ELEANOR MANZANO, CITY CLERK**

City Clerk Eleanor Manzano gave a report and discussed the following:

- January 8, 2019 the City adopted ordinance to create contribution limits for political campaigns
- Three enforcement options for City Council discussion and consideration:
 - Assign investigatory duties of the Ordinance to the Redondo Beach Police Department
 - Contract with an outside consultant to provide investigation services
 - Rescind the City's Ordinance, thereby making state limits on City campaign donations applicable to all candidates for elective office within Redondo Beach and passing investigatory duties to the Fair Political Practices Commission (FPPC)
- Prosecution responsibility would remain with the City Attorney's Office
- October 2019 Assembly Bill 571 was enacted

Assistant to the City Manager Elizabeth Hause gave a report on the first two options and discussed the following:

- City currently has its own campaign finance ordinance and the FPPC has confirmed will not investigate or enforce any claims/allegations pertaining to the City's ordinance
- City options
 - Redondo Beach Police Department conduct investigations
 - Contract with an outside consultant
 - Rescind the local ordinance
 - Option 3 recommended

Mayor Pro Tem Obagi stated he favored defaulting to the state and passing on the costs with a \$4900 cap per candidate.

Councilmember Nehrenheim believed the Police Department can do the investigation and enforcement. He also asked for actions and possible updates to the CPI and length of time to take donations after an election.

City Attorney Webb believed the police are concerned with being tasked with doing an investigation of another elected official. He also said the DA cannot investigate or prosecute muni code violations.

City Manager Witzansky explained that Option 2 would require costs, and Option 1 would be a diversion of resources.

Councilmember Loewenstein stated he did not support the involvement of the FPPC and reviewed his concerns. He also suggested no political involvement, using Code Enforcement or a volunteer, and the process to be effective and timely. He supported Options 1 or 2.

Mayor Pro Tem Obagi opposed using Code Enforcement, favored Option 2 and not tasking the Police Department with anything else.

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

Eugene Solomon reviewed his concerns and recommended using an outside agent.

Rolf Strutzenberg supported keeping the current code with limits in place which needs to be cleaned up and the CPI's in a timely manner.

Lezlie Campeggi asked how many complaints are received on an annual basis, reviewed conflict of interest issues, opposed a diversion of campaign finance reform, and supported Options 1 or 2.

Candace Nafissi, District 3, supported shortening the length of time on donations after the election date, supported transparency, did not support the Police Department enforcing the violations, and recommended the City Clerk's Office have a role in reviewing violations and making recommendations to the City Attorney's Office for enforcement.

Chief Deputy City Clerk Vickie Kroneberger read the comments submitted via eComment by Wayne Craig.

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

City Attorney Webb stated his office does not have the ability to have the DA take over if there is a true conflict of interest.

In response to City Clerk Manzano, Councilmember Loewenstein stated this ordinance can come back the third week in May on the agenda.

Motion by Mayor Pro Tem Obagi, seconded by Councilmember Nehrenheim:

Proposed Limits

- City Council \$1,200
- City Attorney, Clerk, Treasurer, School Board, Mayor \$2,700
 - Automatic updates to amounts with time per CPI, clarify the terms for the updates to amounts and include rounding
- No donations after 3 months elapses after election

Investigation

- Option 2 for investigation - outside agency

Enforcement

- City Attorney enforcement;
- Staff to come back with a suggestion for the solution where the City Attorney is conflicted

Increase fine to \$2,000

Motion carried, with the following roll call vote:

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

N.4. DISCUSSION AND POSSIBLE ACTION REGARDING AN UPDATE ON THE STATUS OF THE MOSS ADAMS REPORT.

Halie Garcia, Moss Adams, gave a status update and discussed the following:

- Fraud, Waste, and Abuse Program Development/Training
- Internal Service Fund Review
- Procurement Operational Review
- Policy Training

In response to Councilmember Nehrenheim regarding a fraud, waste and abuse hotline, Ms. Garcia said if a decision is approved, a vendor will be contracted to administer the hotline and employees.

In response to Councilmember Nehrenheim, City Manager Witzansky said the City currently has a hotline administered by the Human Resources Department and employees are trained to current standards without a third party monitoring it.

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

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

Motion by Councilmember Nehrenheim, seconded by Mayor Pro Tem Obagi, to receive and file the report. Motion carried unanimously, with the following roll call vote:

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

N.5. DISCUSSION AND POSSIBLE ACTION ON A REPORT REGARDING GRANT OPPORTUNITIES RELATED TO MIDDLE-MILE BROADBAND EXPANSION TO CORE COMMERCIAL AREAS CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

City Engineer Andy Winje gave a presentation and discussed the following:

- Stimulus help - some earmarked for broadband investment
- Grant opportunities for broadband development and deployment
- \$1B for middle-mile broadband expansion grant
- Recommendation to continue to study without consultants
- Additional programs available in the last mile category

Councilmember Emdee supported #2, Strengthening Mobility and Revolutionizing Transportation Smart Cities (SMART) Fund, which would help improve transportation.

Councilmember Horvath supported starting a discussion on this issue and informed there are other monies going directly to the state with state programs. He supported a long-term plan and any impacts to staff, noting a future infrastructure need, and supported having a conversation on the last mile.

City Engineer Winje said there are some planning grants available which would be a good place to start.

Public Works Director Ted Semaan said staff is currently working on smarter roadway systems with Metro and LA County Department of Public Works.

Mayor Pro Tem Obagi asked about obtaining grants generally.

City Manager Witzansky suggested a BRR at midyear to describe a contract grant writer, process and service levels and cost. He also said staff is currently in the process in soliciting an agreement.

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

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

Motion by Councilmember Horvath, seconded by Councilmember Nehrenheim, to receive and file the report. Hearing no objection, Mayor Pro Tem Obagi so ordered.

O. CITY MANAGER ITEMS - NONE

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Motion by Councilmember Nehrenheim, seconded by Councilmember Horvath, to give permission to the Planning Commission to work with staff at their Commission meetings regarding issues with outdoor living space. Motion carried unanimously, with the following roll call vote:

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

Councilmember Nehrenheim requested a BRR regarding the connection between Catalina and Avenue Del Norte regarding options and costs to repave the area.

Councilmember Loewenstein requested a BRR regarding the cost to repave the National Boardwalk and paint the exterior of the buildings.

Councilmember Horvath recommended any letters written by a Commission be addressed to the Council be immediately forwarded to Council.

Motion by Mayor Pro Tem Obagi, seconded by Councilmember Emdee, that staff bring back a discussion regarding other prohibitions at gas stations regarding sale of alcohol, supermarket goods and groceries. Hearing no objections, Mayor Pro Tem Obagi so ordered.

Mayor Pro Tem Obagi suggested a BRR on a gateway arch on Artesia Boulevard/Inglewood Avenue or Redondo Beach Boulevard/Hawthorne Boulevard.

R. CLOSED SESSION – NONE

S. RECONVENE TO OPEN SESSION – NONE

T. ADJOURNMENT: 11:11 P.M.

There being no further business to come before the City Council, motion by Councilmember Horvath, seconded by Mayor Pro Tem Obagi, to adjourn the meeting at 11:11 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, April 12, 2022, in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California, via teleconference. Motion carried unanimously, with no objection.

All written comments submitted via eComment are included in the record and available for public review on the City website.

Respectfully submitted,

Eleanor Manzano, City Clerk



Administrative Report

H.4., File # 22-4107

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS

CHECKS 28131-28157 IN THE AMOUNT OF \$25,700.74, PD. 4/29/22

DIRECT DEPOSIT 247693-248208 IN THE AMOUNT OF \$1,792,826.27, PD. 4/29/22

EFT/ACH \$7,557.23, PD. 4/1/22 (PP2207)

EFT/ACH \$361,788.80, PD. 4/4/22 (PP2206)

EFT/ACH \$367,641.26, PD. 4/7/22 (PP2207)

ACCOUNTS PAYABLE DEMANDS

CHECKS 103285--103454 IN THE AMOUNT OF \$1,505,039.89

EFT CALPERS MEDICAL INSURANCE \$362,554.31

DIRECT DEPOSIT 100005955-100006056 IN THE AMOUNT OF \$87,367.29, PD. 4/29/22

REPLACEMENT DEMANDS 103281-103284 \$679.03

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

05032022_RECOMMENDATION_TO_APPROVE

05032022_VENDOR_INVOICE_LIST

**RECOMMENDATION TO APPROVE
PAYROLL AND ACCOUNTS PAYABLE
COUNCIL MEETING MAY 3, 2022**

a. Payroll Demands

- Checks 28131-28157, \$25,700.74, Pd.4/29/22
- Direct Deposit 247693-248208, \$1,792,826.27, Pd.4/29/22
- EFT/ACH \$7,557.23 Pd. 4/1/22 (PP2207)
- EFT/ACH \$361,788.80, Pd. 4/4/22 (PP2206)
- EFT/ACH \$367,641.26, Pd. 4/7/22 (PP2207)

b. Accounts Payable Demands

- Checks 103285-103454, \$1,505,039.89
- EFT CalPERS Medical Insurance \$362,554.31
- Direct Deposit 100005955-100006056, \$87,367.29, Pd. 4/29/22

Replacement Demands

103281	5 Alarm Leather (Replaced ck #102433-Never rec'd)	\$141.70
103282	Concierge Escrow South Bay Inc (Replaced ck #102465-Requested separate cks)	\$263.00
103283	Concierge Escrow South Bay Inc (Replaced ck #102465-Requested separate cks)	\$263.00
103284	Federal Express Corp (Replaced ck #102291-Ck destroyed)	\$11.33
103188	Quadient Finance USA Inc. (Void-Duplicate pymt)	\$431.72

I hereby approve and authorize for payment the above demands.

Mike Witzansky
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
4 1736 FAMILY CRISIS CENTER										
12212022		04/26/2022	10272198	05032022	103285	969.00	04/26/2022	INV	PD	CDBG - DEC 21, 2021
56 ACTION BLUEPRINT										
37241		04/14/2022	10271973	05032022	103286	209.48	04/14/2022	INV	PD	JOB 50300
5820 ADMINISURE										
15046		04/15/2022	10272177	05032022	103287	12,200.00	04/25/2022	INV	PD	GL & WC- MAY 2022
7118 AKM CONSULTING ENGINEERS INC										
0011600	2159	04/14/2022	10272004	05032022	103288	7,515.00	04/14/2022	INV	PD	C13-10-121 SEWER SRVCS-50
12985 AL-WAR, ERIN										
ALAWAR2022		04/20/2022	10271962	05032022	103289	220.00	04/20/2022	INV	PD	REFUND 4YPG0202-01 CC ALA
131 ALLSTAR FIRE EQUIPMENT INC										
238561		03/23/2022	10271974	05032022	103290	1,180.00	05/03/2022	INV	PD	SCBA MAINT/REPAIRS
239106		04/13/2022	10271975	05032022	103290	362.26	05/03/2022	INV	PD	WILDLAND BOOTS
						1,542.26				
144 AMERICAN CITY PEST CONTROL INC.										
603476		04/20/2022	10271934	05032022	103291	68.00	04/20/2022	INV	PD	101 TORR BLVD BAIT STATIO
603487		04/20/2022	10271933	05032022	103291	200.50	04/20/2022	INV	PD	101 TORR BLVD PEST CONTRO
613831		04/18/2022	10271851	05032022	103291	68.00	04/18/2022	INV	PD	101 TORRANCE BL. MONTHLY
613854		04/18/2022	10271850	05032022	103291	200.50	04/18/2022	INV	PD	101 TORRANCE BL PEST CONT
615665		04/20/2022	10271937	05032022	103291	96.50	04/20/2022	INV	PD	RPBAC BAIT STATIONS 3/17/
616302		04/20/2022	10271935	05032022	103291	48.00	04/20/2022	INV	PD	PARKS YARD BAIT STATIONS
616303		04/20/2022	10271936	05032022	103291	64.00	04/20/2022	INV	PD	PARKS YARD BAIT STATIONS
616751		04/20/2022	10271938	05032022	103291	138.00	04/20/2022	INV	PD	100 TORR BLVD BAIT STATIO
616755		04/20/2022	10271939	05032022	103291	93.50	04/20/2022	INV	PD	VETS SC BAIT STATIONS AND
618605		04/18/2022	10271833	05032022	103291	52.00	04/18/2022	INV	PD	PW YARD PEST CONTROL FLEE
618606		04/18/2022	10271834	05032022	103291	58.50	04/18/2022	INV	PD	PW YARD OFFICE PEST CONTR
618608		04/18/2022	10271836	05032022	103291	52.00	04/18/2022	INV	PD	PD WAREHOUSE BAIT STATION
619477		04/18/2022	10271823	05032022	103291	47.50	04/18/2022	INV	PD	200 PORTOFINO WAY BAIT ST
619481		04/18/2022	10271824	05032022	103291	47.50	04/18/2022	INV	PD	280 MARINA WAY PEST CONTR
619482		04/18/2022	10271825	05032022	103291	47.50	04/18/2022	INV	PD	280 MARINA WAY BAIT STATI
619951		04/18/2022	10271820	05032022	103291	42.50	04/18/2022	INV	PD	TEEN CENTER BAIT STATIONS
619952		04/18/2022	10271821	05032022	103291	25.50	04/18/2022	INV	PD	PERRY SC BAIT STATIONS
619953		04/18/2022	10271822	05032022	103291	53.00	04/18/2022	INV	PD	PERRY SC PEST CONTROL 4/1
620076		04/18/2022	10271827	05032022	103291	53.00	04/18/2022	INV	PD	ALTA VISTA PEST CONTROL 4
621002		04/20/2022	10271940	05032022	103291	42.50	04/20/2022	INV	PD	SCOUT HOUSES BAIT STATION
621003		04/20/2022	10271941	05032022	103291	58.50	04/20/2022	INV	PD	SCOUT HOUSES PEST CONTROL
621004		04/20/2022	10271942	05032022	103291	53.00	04/20/2022	INV	PD	ANDERSON SC PEST CONTROL
621005		04/20/2022	10271943	05032022	103291	34.00	04/20/2022	INV	PD	ANDERSON SC BAIT STATIONS
						1,644.00				
197 ANIMAL CARE EQUIPMENT & SERVICES										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101090		04/12/2022	10271877	05032022	103292	194.24	04/25/2022	INV	PD	ANIMAL CONTROL GLOVES
213 AQUA-FLO										
SI1904059		04/18/2022	10271917	05032022	103293	820.38	04/18/2022	INV	PD	IRRIG SUPPLIES
SI1907347		04/18/2022	10271916	05032022	103293	247.00	04/18/2022	INV	PD	IRRIG SUPPLIES
SI1908352		04/20/2022	10271966	05032022	103293	619.62	04/20/2022	INV	PD	IRRIG SUPPLIES
						1,687.00				
11925 ARDURRA GROUP, INC.										
121293	4841	04/14/2022	10272029	05032022	103294	67,678.06	04/14/2022	INV	PD	TransitCenter.ConstrMgmts
122912	4841	04/14/2022	10272000	05032022	103294	68,171.53	04/14/2022	INV	PD	TransitCenter.ConstrMgmts
						135,849.59				
2825 AT&T										
04012022-9555		04/14/2022	10271726	05032022	103295	2,799.17	04/14/2022	INV	PD	MONTHLY PHONE CHARGES
04072022-3595		04/18/2022	10271807	05032022	103295	125.38	04/18/2022	INV	PD	MONTHLY PHONE CHARGE
						2,924.55				
291 BAKER & TAYLOR										
2036510161		04/08/2022	10271896	05032022	103296	1,147.94	04/19/2022	INV	PD	BOOKS
2036615899		03/30/2022	10271761	05032022	103296	1,321.10	04/15/2022	INV	PD	BOOKS
2036624629		03/29/2022	10271763	05032022	103296	46.77	04/15/2022	INV	PD	BOOKS
2036634071		04/08/2022	10271897	05032022	103296	1,789.16	04/19/2022	INV	PD	BOOKS
2036639139		03/29/2022	10271762	05032022	103296	68.86	04/15/2022	INV	PD	BOOKS
2036639432		04/04/2022	10271903	05032022	103296	776.80	04/19/2022	INV	PD	BOOKS
2036643471		03/30/2022	10271760	05032022	103296	69.03	04/15/2022	INV	PD	BOOKS
2036644070		03/30/2022	10271759	05032022	103296	35.76	04/15/2022	INV	PD	BOOKS
2036648911		04/01/2022	10271905	05032022	103296	137.65	04/19/2022	INV	PD	BOOKS
2036649332		04/06/2022	10271901	05032022	103296	24.67	04/19/2022	INV	PD	BOOKS
2036661054		04/06/2022	10271900	05032022	103296	58.09	04/19/2022	INV	PD	BOOKS
2036671248		04/12/2022	10272010	05032022	103296	9.25	04/21/2022	INV	PD	BOOKS
5017653852		03/30/2022	10271758	05032022	103296	112.43	04/15/2022	INV	PD	BOOKS
5017684570		04/13/2022	10272008	05032022	103296	57.04	04/21/2022	INV	PD	BOOKS
H60681720		03/31/2022	10271756	05032022	103296	205.15	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60772180		03/25/2022	10271768	05032022	103296	390.51	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60791190		03/25/2022	10271767	05032022	103296	73.85	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60803370		03/28/2022	10271764	05032022	103296	40.98	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60805120		03/28/2022	10271765	05032022	103296	73.88	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60810610		03/28/2022	10271766	05032022	103296	36.89	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60864680		03/31/2022	10271757	05032022	103296	221.59	04/15/2022	INV	PD	AUDIOVISUAL MATERIAL
H60900210		04/05/2022	10271904	05032022	103296	61.54	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
H60931800		04/05/2022	10271902	05032022	103296	24.62	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
H60947590		04/06/2022	10271899	05032022	103296	94.37	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
H60960050		04/07/2022	10271898	05032022	103296	141.13	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
H60985630		04/12/2022	10272013	05032022	103296	36.91	04/21/2022	INV	PD	AUDIOVISUAL MATERIAL
H60990500		04/13/2022	10272011	05032022	103296	55.78	04/21/2022	INV	PD	AUDIOVISUAL MATERIAL
H61031990		04/15/2022	10272006	05032022	103296	249.44	04/21/2022	INV	PD	AUDIOVISUAL MATERIAL
						7,361.19				
12992 BEACH CITIES CAFE & CONFECTIONS										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
19830		04/20/2022	10271991	05032022	103297	98.00	04/20/2022	INV	PD	REFUND OF OVER-PAYMENT FO
5439 BEAR CONTRACTORS INC.										
53430		04/18/2022	10271857	05032022	103298	150.00	04/18/2022	INV	PD	303 N. PCH ALARM MONITOR
53438		04/18/2022	10271862	05032022	103298	150.00	04/18/2022	INV	PD	1922 ARTESIA BLV ALARM MO
53443		04/18/2022	10271856	05032022	103298	150.00	04/18/2022	INV	PD	CITY HALL-ALARM MONITOR A
53445		04/18/2022	10271860	05032022	103298	150.00	04/18/2022	INV	PD	101 W. TORRANCE BL. ALARM
53446		04/18/2022	10271861	05032022	103298	150.00	04/18/2022	INV	PD	FS3 ALARM MONITOR-APRIL-J
53454		04/18/2022	10271855	05032022	103298	150.00	04/18/2022	INV	PD	HISTORICAL MUSEUM-ALARM M
53590		04/18/2022	10271858	05032022	103298	195.00	04/18/2022	INV	PD	2000 ARTESIA BL ALARM MON
						1,095.00				
10735 BESTWAY LAUNDRY SOLUTIONS										
I306633		04/07/2022	10271977	05032022	103299	169.00	05/03/2022	INV	PD	EXTRACTOR MAINT/REPAIRS
12990 BLACK SMOKE SHIELDS										
0319		04/14/2022	10271978	05032022	103300	2,600.00	05/03/2022	INV	PD	FD HELMET SPECIALTY SHIEL
11059 BLACKSTONE PUBLISHING										
2032902		03/30/2022	10271912	05032022	103301	35.00	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
2033014		03/30/2022	10271911	05032022	103301	35.00	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
2033354		03/31/2022	10271910	05032022	103301	202.49	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
2033397		03/31/2022	10271909	05032022	103301	70.00	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
2034325		04/06/2022	10271907	05032022	103301	35.00	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
2034374		04/06/2022	10271906	05032022	103301	175.00	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
2034393		04/06/2022	10271908	05032022	103301	35.00	04/19/2022	INV	PD	AUDIOVISUAL MATERIAL
						587.49				
3121 BLUE DIAMOND										
2637848		04/18/2022	10271794	05032022	103302	1,138.89	04/18/2022	INV	PD	EMULSION, SHEET ASPHALT F
2643650		04/21/2022	10272023	05032022	103302	691.91	04/21/2022	INV	PD	SHEET ASPHALT & EMULSION
						1,830.80				
12973 BONILLA, NATHALIE										
223212		04/13/2022	10271695	05032022	103303	95.99	04/13/2022	INV	PD	Feb 21- April 1 2022 Mile
416 BOUND TREE MEDICAL, LLC										
84471559		04/04/2022	10271979	05032022	103304	41.06	05/03/2022	INV	PD	MEDICAL AID SUPPLIES
6387 BRIT WEST SOCCER										
WINTER2022		04/20/2022	10271970	05032022	103305	3,518.20	04/20/2022	INV	PD	WINTER2022 SOCCER 3YPG110
594 CANON FINANCIAL SERVICES, INC.										
28407281		04/21/2022	10272056	05032022	103306	1,202.88	04/21/2022	INV	PD	COPIER MAINTENANCE

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12988	CAPALDI, JOSEPH									
CAPALDI2022		04/20/2022	10271960	05032022	103307	425.00	04/20/2022	INV	PD	REFUND ADULT SPORTS SLOPI
612	CARS MUFFLERS & AUTOMOTIVE, INC.									
1074932		04/18/2022	10271813	05032022	103308	4,037.90	04/18/2022	INV	PD	WO058-09 REPLACE CATALYTI
1074933		04/18/2022	10271814	05032022	103308	4,037.90	04/18/2022	INV	PD	WO057 REPLACE CATALYTIC C
						8,075.80				
615	CARTER SERVICES, INC.									
535937		12/31/2020	10272040	05032022	103309	89.90	04/25/2022	INV	PD	WASHER REPAIR/MAINTENANCE
557628		04/13/2022	10272038	05032022	103309	98.00	04/25/2022	INV	PD	WASHER REPAIR/MAINTENANCE
						187.90				
12977	CHARITE, MIKE LA									
LACHARITE2022		04/18/2022	10271847	05032022	103310	205.00	04/18/2022	INV	PD	REFUND 4YPG1004-02 CC LAC
705	CITY OF REDONDO BEACH									
04152022		03/25/2022	10272211	05032022	103311	92.68	04/27/2022	INV	PD	PETTY CASH
12658	CITYWORKS DESIGN									
35-032022	5306	04/11/2022	10272059	05032022	103312	8,027.30	05/03/2022	INV	PD	03/2022 RESIDENTIAL DESIG
725	CLEAN ENERGY									
CE12482023		04/18/2022	10271816	05032022	103313	4,207.54	04/18/2022	INV	PD	CNG M&O FEB. 2022
CE12485073		04/18/2022	10271818	05032022	103313	4,521.24	04/18/2022	INV	PD	CNG M&O MARCH 2022
						8,728.78				
11907	COBRA-ADVANTAGE ADMINISTRATORS									
140836		03/31/2022	10271701	05032022	103314	396.50	04/25/2022	INV	PD	FSA MARCH 2022 77 EMPLOYE
5136	COLLISION AND INJURY DYNAMICS, INC.									
108189		04/21/2022	10272026	05032022	103315	2,493.35	04/25/2022	INV	PD	2/22 Perry Legal Fees
784	COMPLETES PLUS									
01BS7060		04/18/2022	10271796	05032022	103316	62.29	04/18/2022	INV	PD	WO403 BRAKE PADS
01BS7129		04/18/2022	10271793	05032022	103316	187.46	04/18/2022	INV	PD	WO255 BRAKE PADS
						249.75				
12974	CONSTRUCTED ADVENTURES LLC									
4/6/2022		04/06/2022	10271958	05032022	103317	3,000.00	05/06/2022	INV	PD	COMMUNITY TREASURE HUNT C
12980	CORRAO, JOSHUA									
03162022		03/16/2022	10271743	05032022	103318	599.25	04/25/2022	INV	PD	FIRE PREVENTION ORGANIZAT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
03302022		03/30/2022	10271744	05032022	103318	250.00	04/25/2022	INV	PD	PREHOSPITAL TRAUMA LIFE S
						849.25				
3648 COUNTY OF L.A. DEPT. OF PUBLIC WORKS										
22041106043		04/21/2022	10272005	05032022	103319	3,665.60	04/21/2022	INV	PD	SHARE OF TRAFFIC SIGNAL M
8372 CULLIGAN OF SANTA ANA										
1254277		03/31/2022	10272031	05032022	103320	31.58	04/25/2022	INV	PD	ST3 WATER COOLER
8839 DANCE 1 STUDIO										
WINTER12022		04/20/2022	10271968	05032022	103321	336.00	04/20/2022	INV	PD	DANCE1 3APG0600-04 3YPG05
WINTER2022		04/20/2022	10271969	05032022	103321	245.00	04/20/2022	INV	PD	DANCE1 WINTER2022 3YPG050
						581.00				
12983 DANG, LISA										
DANG2022		04/21/2022	10272064	05032022	103322	165.00	04/21/2022	INV	PD	REFUND 4YPG0805-01 CC DAN
11696 DELAP, ANDREA										
03302022		03/30/2022	10271703	05032022	103323	765.00	04/25/2022	INV	PD	FUNDAMENTALS FOR EMERGENC
954 DELL MARKETING L.P.										
10575095981		04/18/2022	10271801	05032022	103324	1,706.48	04/18/2022	INV	PD	MISC EQUIPMENT REPAIR - H
961 DENN ENGINEERS										
RBR-P2-3	5408	04/14/2022	10271995	05032022	103325	17,250.00	04/14/2022	INV	PD	DENN ENGINEERS-JOB NO. 40
966 DEPARTMENT OF CONSERVATION										
03312022SMIP		04/11/2022	10272060	05032022	103326	11,673.50	05/03/2022	INV	PD	1ST QUTR 2022 SMIP FEES R
971 DEPARTMENT OF JUSTICE										
572295		04/05/2022	10271702	05032022	103327	352.00	04/25/2022	INV	PD	FINGERPRINT MARCH 2022 11
12283 DEVIL MOUNTAIN WHOLESALE NURSERY										
475/D		04/18/2022	10271866	05032022	103328	1,133.28	04/18/2022	INV	PD	PLANT SUPPLIES-PARKS DIVI
523/D		04/18/2022	10271865	05032022	103328	1,483.67	04/18/2022	INV	PD	PLANT MATERIAL PARKS DIVI
						2,616.95				
11884 DIAMOND ENVIRONMENTAL SERVICES LP										
0003871392		04/18/2022	10271844	05032022	103329	715.10	04/18/2022	INV	PD	PALLET SHELTER POWER POLE
11965 DOGGIE WALK BAGS, INC.										
0099927-IN		04/18/2022	10271838	05032022	103330	629.63	04/18/2022	INV	PD	DOGGIE BAGS

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
11962 DR. PAUL'S IMMEDIATE CARE										
09092021		09/09/2021	10272067	05032022	103331	4,375.00	01/06/2022	INV	PD	35 RAPID ANTIGEN TESTS 12
09102021		09/10/2021	10272068	05032022	103331	7,370.00	04/22/2022	INV	PD	51 RAPID ANTIGEN TESTS 12
						11,745.00				
5852 DUMKE, ANNE										
04132022		04/13/2022	10271878	05032022	103332	150.00	04/25/2022	INV	PD	ADMINISTRATIVE HEARINGS
6383 E. J. WARD, INC.										
0078820-IN		04/18/2022	10271792	05032022	103333	848.27	04/18/2022	INV	PD	FUEL SYSTEM
1057 EBSCO SUBSCRIPTION SERVICES										
2202211		02/13/2022	10271915	05032022	103334	-24.00	04/19/2022	CRM	PD	CREDIT PERIODICALS
2202781		04/13/2022	10271913	05032022	103334	140.20	04/19/2022	INV	PD	PERIODICAL
2202902		04/13/2022	10271914	05032022	103334	-35.97	04/19/2022	CRM	PD	CREDIT PERIODICALS
						80.23				
12494 ELECNOR BELCO ELECTRIC, INC.										
14-0548-003	5217	04/14/2022	10271854	05032022	103335	17,588.31	04/14/2022	INV	PD	HarborEntrySign&PedSignal
11709 ELIE FARAH, INC										
2	5383	04/14/2022	10271728	05032022	103336	5,604.00	04/14/2022	INV	PD	OnCallContract.Ref P02019
1110 ENTENMANN-ROVIN COMPANY										
0164014IN		02/16/2022	10272069	05032022	103337	212.14	03/18/2022	INV	PD	HAWTHORNE CAPTAIN FLAT BA
0164131IN		02/22/2022	10272070	05032022	103337	2,058.18	03/24/2022	INV	PD	CHIEF PO SGT DOME FLAT LT
0164768IN		03/23/2022	10272071	05032022	103337	191.46	04/22/2022	INV	PD	RB ADMIN MGR FLAT BADGE W
						2,461.78				
10248 EPAX SYSTEMS, INC.										
29894		04/18/2022	10271867	05032022	103338	1,001.93	04/18/2022	INV	PD	PIER COMPACTOR 05/22
12939 EQUIPMENT DEPOT CALIFORNIA INC										
SVP102079		04/18/2022	10271789	05032022	103339	1,802.08	04/18/2022	INV	PD	WO364-03 TEST CARRIAGE
12986 FARAGALLA, ERIN										
FARAGALLA2022		04/20/2022	10271963	05032022	103340	220.00	04/20/2022	INV	PD	REFUND 4YPG0202-01 CC FAR
1176 FEDERAL EXPRESS CORPORATION										
7-717-99946		04/14/2022	10271725	05032022	103341	62.14	04/14/2022	INV	PD	SO COAST AQMD & CANNON CO
12984 FETALCO, KATE										
FETALCO2022		04/20/2022	10271961	05032022	103342	170.00	04/20/2022	INV	PD	REFUND 4TEN1114-01 CC FET

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12981 FIRE SMART PROMOTIONS										
112280		04/06/2022	10271980	05032022	103343	355.87	05/03/2022	INV	PD	FIRE SERVICE DAY SUPPLIES
10825 FRANCO AUTO UPHOLSTERY										
15116		04/20/2022	10271950	05032022	103344	150.00	04/20/2022	INV	PD	WO665-18 UPHOLSTERY
10191 FRONTIER										
04012022-0910		04/14/2022	10271727	05032022	103345	118.95	04/14/2022	INV	PD	CIRCUIT ID
04102022-0410		04/18/2022	10271799	05032022	103345	118.95	04/18/2022	INV	PD	MONTHLY PHONE CHARGE
04132022-3093		04/18/2022	10271797	05032022	103345	94.68	04/18/2022	INV	PD	MONTHLY PHONE CHARGE
						332.58				
3202 GALE										
77507917		03/25/2022	10271769	05032022	103346	62.40	04/15/2022	INV	PD	BOOKS
77509219		03/25/2022	10271770	05032022	103346	31.20	04/15/2022	INV	PD	BOOKS
77602206		04/12/2022	10272014	05032022	103346	49.28	04/21/2022	INV	PD	BOOKS
						142.88				
12982 GARCIA, GERADO										
GERARDO-TOOLS FY21-22		04/19/2022	10271929	05032022	103347	500.00	04/19/2022	INV	PD	TOOL EXPENSE REIMBURSEMEN
1300 GAS COMPANY, THE										
069644433340322		04/20/2022	10271951	05032022	103348	4,813.10	04/20/2022	INV	PD	06964443334 03/28/22
18060458009-4-5-22		04/19/2022	10271924	05032022	103348	35.24	04/19/2022	INV	PD	SVC 3-3 THRU 4-1-22
						4,848.34				
9598 GENERAL INDUSTRIAL TOOL AND SUPPLY										
1191713-01		04/18/2022	10271812	05032022	103349	266.79	04/18/2022	INV	PD	WO353 TOOL BOX
3706 GOLDEN STATE WATER										
547190000090422		04/20/2022	10271952	05032022	103350	74.92	04/20/2022	INV	PD	54719000009 04/07/22
6042 GREY HOUSE PUBLISHING										
971670		03/22/2022	10271771	05032022	103351	162.00	04/15/2022	INV	PD	BOOKS
12989 GROCK, JEFF										
GROCK2022		04/20/2022	10271967	05032022	103352	220.00	04/20/2022	INV	PD	REFUND 4YPG0201-01 CC GRO
1428 HARBOR & PIER ASSN										
3300		01/01/2022	10271696	05032022	103353	1,780.43	04/25/2022	INV	PD	KHA DUES - JANUARY 2022
12979 HWANG, MICHELLE										

CITY OF REDONDO BEACH

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
HWANG2022		04/18/2022	10271848	05032022	103354	60.00	04/18/2022	INV	PD	REFUND 4YPG0807-02 TRANSF
8433 INGRAM LIBRARY SERVICES										
58607947		03/24/2022	10271918	05032022	103355	45.40	04/19/2022	INV	PD	BOOKS
1619 INTERSTATE BATTERIES OF CALIF COAST, INC										
130102916		04/18/2022	10271791	05032022	103356	-70.00	04/18/2022	CRM	PD	CEDIT MEMO
130103091		04/18/2022	10271779	05032022	103356	1,465.80	04/18/2022	INV	PD	STOCK CAR BATTERIES
130103092		04/18/2022	10271790	05032022	103356	448.46	04/18/2022	INV	PD	STOCK CAR BATTERIES
						1,844.26				
7956 IPS GROUP, INC.										
INV70779		04/13/2022	10271879	05032022	103357	53.24	04/25/2022	INV	PD	COLLECTION CARDS
INV70839		04/13/2022	10271881	05032022	103357	318.66	04/25/2022	INV	PD	OUT OF WARRANTY REPAIR SE
						371.90				
12970 JI, XUAN										
Ji2022		04/12/2022	10271689	05032022	103358	170.00	04/12/2022	INV	PD	REFUND 7SYC0317-01 CC Ji2
Ji2022		04/20/2022	10271965	05032022	103358	220.00	04/20/2022	INV	PD	REFUND 4YPG0202-01 CC Ji2
						390.00				
12705 JLEE ENGINEERING INC										
4477 REV	5412	01/13/2022	10272051	05032022	103359	165.00	05/03/2022	INV	PD	12/2021 BUILDING PLAN CHE
4560	5412	04/15/2022	10272052	05032022	103359	500.00	05/03/2022	INV	PD	03/2022 BUILDING PLAN CHE
						665.00				
12978 JOSHI, DIVYA VATS										
VATSJOSHI2022		04/18/2022	10271846	05032022	103360	155.00	04/18/2022	INV	PD	REFUND7SYC0315-01 VATSJOS
12197 JUDICATE WEST										
560449		04/21/2022	10272024	05032022	103361	987.50	04/25/2022	INV	PD	4/22 Perry Legal Fees
6975 KINGS RIVER CASTING, INC										
37090		04/21/2022	10272017	05032022	103362	4,404.25	04/21/2022	INV	PD	TRASH RECEPTACLES-PIER
1718 KOA CORPORATION										
JC01157-9	4455	04/14/2022	10271932	05032022	103363	10,092.55	04/14/2022	INV	PD	Traffic Engineering Desig
1807 L.N. CURTIS & SONS, INC.										
INV583914	5293	04/04/2022	10271983	05032022	103364	22,063.19	05/03/2022	INV	PD	FIRE EQUIPMENT/TOOLS
inv586510		04/13/2022	10271985	05032022	103364	1,055.86	05/03/2022	INV	PD	FF UNIFORM BOOTS
						23,119.05				
12991 LANDO ENTERTAINMENT LLC										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
330939		04/20/2022	10271990	05032022	103365	4,950.00	05/03/2022	INV	PD	REFUND FILM PERMIT FSO FE
9936 LARRY WALKER ASSOCIATES										
00531.03-36	5062	04/14/2022	10272030	05032022	103366	13,015.07	04/14/2022	INV	PD	NPDES.CO4.Ref PO 2018-399
12975 LAW OFFICE OF TODD SIMONSON PC										
128		04/21/2022	10272009	05032022	103367	6,774.00	04/25/2022	INV	PD	3/22 Warren Complaint Leg
9073 LESLIE SCOTT CONSULTING										
RB 3-2022	5375	04/13/2022	10271694	05032022	103368	9,727.00	04/13/2022	INV	PD	TRANSIT TECHNICAL ASSISTA
RB-2-2022	5375	04/13/2022	10271693	05032022	103368	8,083.00	04/13/2022	INV	PD	TRANSIT TECHNICAL ASSISTA
						17,810.00				
1887 LIFE ASSIST, INC.										
1197641		04/11/2022	10271981	05032022	103369	849.01	05/03/2022	INV	PD	MEDICAL AID SUPPLIES
12775 LINDE GAS & EQUIPMENT INC										
70184267		04/22/2022	10272178	05032022	103370	213.04	05/03/2022	INV	PD	SCBA CYLINDER RENTAL
1951 LOS ANGELES COUNTY SHERIFF'S DEPT										
221808AL		04/21/2022	10272015	05032022	103371	620.78	04/25/2022	INV	PD	12/21 RB Homeless Court P
222512LL		04/21/2022	10272018	05032022	103371	517.32	04/25/2022	INV	PD	3/22 RB Homeless Court Pr
						1,138.10				
10274 MACKAY METERS, INC.										
1061297	5459	03/21/2022	10271869	05032022	103372	3,600.00	04/25/2022	INV	PD	Mackay Meter/Paystation E
1061444	4950	03/31/2022	10271870	05032022	103372	2,782.00	04/25/2022	INV	PD	Mackay Parking Meter Equi
						6,382.00				
12994 MAGANA, ENRY										
04/19/2022		04/19/2022	10272176	05032022	103373	1,427.49	04/25/2022	INV	PD	COMPUTER LOAN 9510
8207 MANZANO, GINA										
04132022		04/14/2022	10271736	05032022	103374	51.51	04/14/2022	INV	PD	MILEAGE FOR MARCH 2022
10473 MARTINEZ, JOSE RAMON										
04132022		04/13/2022	10271739	05032022	103375	474.08	04/25/2022	INV	PD	CEWA (COLLECTION SYSTEM M
2068 MATTUCCI PLUMBING										
84189		04/18/2022	10271777	05032022	103376	5,700.00	04/18/2022	INV	PD	Matticci Plumbing work on
2144 MIDWEST TAPE										
501909790		04/01/2022	10271772	05032022	103377	15,000.00	04/15/2022	INV	PD	DOWNLOADABLE MEDIA

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2172 MOBILE MINI LLC										
9013617346		04/21/2022	10272022	05032022	103378	152.91	04/21/2022	INV	PD	STORAGE CONTAINER STREETS
9617 MULTICARD, INC.										
32691		04/21/2022	10272049	05032022	103379	370.00	04/21/2022	INV	PD	MULTICARD ID CARD MAINTEN
32692		04/21/2022	10272054	05032022	103379	1,500.00	04/21/2022	INV	PD	MULTICARD EQUIPMENT CONTR
						1,870.00				
8792 MUNICIPAL EMERGENCY SERVICES, INC.										
IN1697849		04/06/2022	10271986	05032022	103380	799.31	05/03/2022	INV	PD	UNIFORM ACCESSORIES
4818 NEXTECH SYSTEMS, INC										
INV1181	5265	04/14/2022	10271996	05032022	103381	239,942.78	04/14/2022	INV	PD	TrafficSignalEquipment
2324 OFFICE DEPOT										
229549819001		03/22/2022	10270860	05032022	103382	-11.78	03/22/2022	CRM	PD	Refund for supplies not d
229551756001		03/22/2022	10270861	05032022	103382	-16.39	03/22/2022	CRM	PD	Refund for returned offic
231900235001		04/18/2022	10271785	05032022	103382	9.55	04/18/2022	INV	PD	OFFICE SUPPLIES
233162941002		03/29/2022	10272212	05032022	103382	5.23	04/27/2022	INV	PD	HIGHLIGHTERS
233590075001		04/18/2022	10271787	05032022	103382	64.82	04/18/2022	INV	PD	OFFICE SUPPLIES
234032405001		03/28/2022	10272213	05032022	103382	109.00	04/27/2022	INV	PD	BINDER CLIPS, PENS, STAPL
234778191001		04/25/2022	10272190	05032022	103382	153.29	04/25/2022	INV	PD	PASSPORT SERVICES
234781174001		04/25/2022	10272191	05032022	103382	376.61	04/25/2022	INV	PD	CHAIR FOR PASSPORT SERVIC
235307500001		04/04/2022	10272061	05032022	103382	59.79	05/03/2022	INV	PD	OFFICE SUPPLIES 03/31/202
235595027001		04/25/2022	10272072	05032022	103382	-56.76	04/25/2022	CRM	PD	Refund for Items not rece
235901536001		04/18/2022	10271788	05032022	103382	128.17	04/18/2022	INV	PD	OFFICE SUPPLIES
236916759001		03/31/2022	10272063	05032022	103382	115.85	05/03/2022	INV	PD	OFFICE SUPPLIES 03/29/202
						937.38				
10183 ON THE WING FALCONRY										
781060	5368	04/12/2022	10271697	05032022	103383	6,646.20	04/25/2022	INV	PD	FALCONRY SERVICES - MARCH
9316 ONWARD ENGINEERING										
6297	3977	04/14/2022	10271723	05032022	103384	733.13	04/14/2022	INV	PD	Design&ROWsvcs-InglewoodA
6298	5036	04/14/2022	10272003	05032022	103384	15,735.06	04/14/2022	INV	PD	TorranceResurf-PCHtoProsp
6299-A	5423	04/26/2022	10272199	05032022	103384	3,720.00	04/26/2022	INV	PD	STREET REHAB PROJECT CYCL
						20,188.19				
6476 OVERDRIVE, INC.										
11444C022014028		01/13/2022	10272016	05032022	103385	138.31	04/21/2022	INV	PD	ELECTRONIC RESOURCES
10315 PACIFIC ADVANCED CIVIL ENGINEERING, INC.										
5958	3606	04/14/2022	10271730	05032022	103386	5,037.50	04/14/2022	INV	PD	P&S.SewerPumpStations.Rin
9648 PACIFIC ARCHITECTURE AND ENGINEERING										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10080-87	5067	04/14/2022	10272027	05032022	103387	3,461.00	04/14/2022	INV	PD	CO6.TransitCenter.Ref.PO2
2408 PV VILLAGE PET HOSPITAL										
732978		04/04/2022	10271868	05032022	103388	10.00	04/25/2022	INV	PD	EUTHANASIA AND MEDICAL WA
12759 PARKMOBILE LLC										
INV27865		03/31/2022	10271882	05032022	103389	819.25	04/30/2022	INV	PD	END USER FEES
2431 PAVEMENT COATINGS CO INC										
PJC001839-RET		04/27/2022	10272204	05032022	103390	38,735.62	04/27/2022	INV	PD	RELEASE RETENTION RB SLUR
12725 PINEDO, MICHELLE										
04132022		04/19/2022	10271884	05032022	103391	54.79	04/19/2022	INV	PD	MICHELLE PINEDO MILEAGE F
12987 POMERANITZ, EFRAT										
WINTER2022		04/20/2022	10271971	05032022	103392	1,064.00	04/20/2022	INV	PD	WINTER2022 YOGA 3APG0610-
5485 PORTOFINO HOTEL & YACHT CLUB										
04012022		04/01/2022	10272035	05032022	103393	1,145.76	04/25/2022	INV	PD	FUEL 801
2548 PRUDENTIAL OVERALL SUPPLY										
42702876		02/15/2022	10272033	05032022	103394	26.50	04/25/2022	INV	PD	MATS/ACCT 2-04-17-032 FD
42718939		04/12/2022	10272034	05032022	103394	26.50	04/25/2022	INV	PD	MATS/ACCT 2-04-17-032 FD
42721592		04/19/2022	10271987	05032022	103394	24.55	05/03/2022	INV	PD	FS1/DEL#20419018 MATS/SHO
42722172		04/21/2022	10272179	05032022	103394	37.84	05/03/2022	INV	PD	FS2/DEL#40419014 MATS/SHO
12024 QUADIENT, INC.						115.39				
16425689		04/21/2022	10272039	05032022	103395	178.49	04/21/2022	INV	PD	POSTAGE INK TONER
58702031		04/21/2022	10272041	05032022	103395	550.88	04/21/2022	INV	PD	POSTAGE MACHINE MAINTENAN
58702047		04/21/2022	10272042	05032022	103395	950.03	04/21/2022	INV	PD	POSTAGE MACHINE MAINTENAN
58905754		04/21/2022	10272047	05032022	103395	550.88	04/21/2022	INV	PD	POSTAGE MACHINE MAINTENAN
58905764		04/21/2022	10272044	05032022	103395	950.03	04/21/2022	INV	PD	POSTAGE MACHINE MAINTENAN
7265 R.P. LAURAIN & ASSOCIATES, INC.						3,180.31				
9928		04/14/2022	10271992	05032022	103396	4,900.00	04/14/2022	INV	PD	APPRAISAL REPORT 2714 GRA
11255 RED SECURITY GROUP, LLC										
73877		04/25/2022	10272189	05032022	103397	762.83	04/25/2022	INV	PD	MASTER RE-KEY INTERIOR OF
2618 RED WING SHOE STORES										
11-2-58621		04/18/2022	10271845	05032022	103398	350.00	04/18/2022	INV	PD	HECTOR LINARES SAFETY BOO

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2633 REDONDO BEACH ROUND TABLE										
03242022		04/13/2022	10271698	05032022	103399	60.00	04/13/2022	INV	PD	ROUND TABLE GEN MEM MEETI
12976 REESE & CO LLC										
04082022		04/13/2022	10271699	05032022	103400	3,000.00	04/13/2022	INV	PD	AMENITIES PLAN FILMING PO
10686 REHABILITATION CARE COORDINATION										
50655		04/21/2022	10272025	05032022	103401	182.50	04/25/2022	INV	PD	3/22 Perry Legal Fees
12044 RENDELL, BRAD										
03262022		03/26/2022	10272032	05032022	103402	40.00	04/25/2022	INV	PD	UNDERWATER MAINTENANCE UN
8888 RINCON CONSULTANTS, INC.										
38660	4867	04/19/2022	10272050	05032022	103403	5,270.50	05/03/2022	INV	PD	03/2022 CATALINA VILLAGE
38810	5245	04/20/2022	10272046	05032022	103403	2,594.38	05/03/2022	INV	PD	03/2022 AACAP PARKING COD
38811	5244	04/20/2022	10272048	05032022	103403	6,902.50	05/03/2022	INV	PD	03/2022 AACAP ZONING AMEN
						14,767.38				
12971 ROBINSON, JUSTIN										
ROBINSON2022		04/12/2022	10271690	05032022	103404	170.00	04/12/2022	INV	PD	REFUND 7SYC0317-02 CC ROB
3917 ROSE CITY LABEL										
155673		04/15/2022	10272180	05032022	103405	258.98	05/03/2022	INV	PD	GOLD FOIL BADGES FIRE SER
10401 ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.										
11992708		04/14/2022	10272020	05032022	103406	353.34	04/21/2022	INV	PD	BOOKS
11552 SABERI & ASSOCIATES, INC.										
J20-9-5470	5382	04/14/2022	10272001	05032022	103407	11,195.10	04/14/2022	INV	PD	TransitCntr.Design&Constr
2783 SAFETY-KLEEN CORPORATION										
88496125		04/18/2022	10271782	05032022	103408	187.80	04/18/2022	INV	PD	USED OIL PICK UP
88588558		04/18/2022	10271780	05032022	103408	1,516.22	04/18/2022	INV	PD	OIL PICK UP
						1,704.02				
2791 SALVATION ARMY										
01012022		04/12/2022		05032022	103409	2,523.09	04/12/2022	INV	PD	FOR JANUARY 2022 - MARCH
3031 SC FUELS										
IN-0000023049	5565	04/18/2022	10271839	05032022	103410	35,151.28	04/18/2022	INV	PD	8,000 GALLONS UNLEADED FU
10676 SCHMITT, JOHN										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
SCHMITT2022		04/20/2022	10271959	05032022	103411	331.00	04/20/2022	INV	PD	SAILING CAPTAIN REQUIREME
12972 SCHOLTON, CYNTHIA										
SCHOLTON2022		04/12/2022	10271688	05032022	103412	340.00	04/12/2022	INV	PD	REFUND 1SYC0317-01 2 KID
8595 SCOTT ROBINSON CHRYSLER, DODGE, JEEP, RAM										
335075		04/18/2022	10271805	05032022	103413	565.43	04/18/2022	INV	PD	W0663-19 REPLACE BACK UP
4861 SECTRAN SECURITY, INC.										
22041455		04/13/2022	10271712	05032022	103414	381.05	04/13/2022	INV	PD	SERVICE FOR APRIL 2022 SE
8622 SHOETERIA										
0032564-IN		04/18/2022	10271826	05032022	103415	350.00	04/18/2022	INV	PD	BOOT ALLOWANCE-SAM ESPARS
0032750-IN		04/25/2022	10272185	05032022	103415	295.63	04/25/2022	INV	PD	GERARDO GARCIA SAFETY BOO
11796 SIEMENS MOBILITY						645.63				
5610279922	5090	04/18/2022	10271842	05032022	103416	1,744.00	04/18/2022	INV	PD	SIGNALIZED INTERSECTIONS
5620039516	5090	04/18/2022	10271843	05032022	103416	608.90	04/18/2022	INV	PD	TRAFFIC SIGNAL RESPONSE C
8931 SIGNAL ATTORNEY SERVICE, INC.						2,352.90				
041522		04/21/2022	10272012	05032022	103417	70.00	04/25/2022	INV	PD	Services Rendered From 04
10152 SILVA, AIRRONE										
BOOTS-AIRRONEFY21-22		04/18/2022	10271841	05032022	103418	350.00	04/18/2022	INV	PD	AIRRONE SILVA SAFETY BOOT
2928 SMITH PAINT AND SUPPLY, INC.										
869108		04/18/2022	10271795	05032022	103419	507.16	04/18/2022	INV	PD	SIGN SHOP SUPPLIES
8862 SONSRAY MACHINERY										
PS0016153-1		04/20/2022	10271946	05032022	103420	412.42	04/20/2022	INV	PD	W0360-03 TUBE AND O RING
11210 SOUTH BAY FLEET SPECIALIST										
20768		04/20/2022	10271948	05032022	103421	459.97	04/20/2022	INV	PD	W0255 DOOR REPAIR
20770		04/20/2022	10271945	05032022	103421	643.06	04/20/2022	INV	PD	W0674-21 DOOR REPAIR
2990 SOUTH BAY FORD						1,103.03				
378272		04/18/2022	10271800	05032022	103422	280.19	04/18/2022	INV	PD	W0012-13 SEALT BELT
379512		04/20/2022	10271947	05032022	103422	53.54	04/20/2022	INV	PD	W0324-09 SPACER

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9634 SOUTH BAY LANDSCAPING, INC.						333.73				
20538		04/18/2022	10271808	05032022	103423	1,392.00	04/18/2022	INV	PD	LANDSCAPE AT HARBOR-JAN.2
20539		04/18/2022	10271798	05032022	103423	1,200.00	04/18/2022	INV	PD	HARBOR MONTHLY LANDSCAPE
20570		04/18/2022	10271809	05032022	103423	1,392.00	04/18/2022	INV	PD	LANDSCAPE @ HARBOR FEB. 2
20571		04/18/2022	10271802	05032022	103423	1,200.00	04/18/2022	INV	PD	HARBOR MONTHLY LANDSCAPE
20614		04/18/2022	10271810	05032022	103423	1,740.00	04/18/2022	INV	PD	LANDSCAPE @HARBOR MARCH 2
20615		04/18/2022	10271806	05032022	103423	1,200.00	04/18/2022	INV	PD	HARBOR MONTHLY LANDSCAPE
2999 SOUTH BAY SHELL						8,124.00				
SHELLCARWASH032022						440.00	04/18/2022	INV	PD	CITY VEHICLE CAR WASH MAR
3016 SOUTHERN CALIFORNIA EDISON						98,582.92				
600001012446041122		04/20/2022	10271957	05032022	103425	47,277.86	04/20/2022	INV	PD	600001012446 04/11/22
700062327897-4-4		04/19/2022	10271925	05032022	103425	2,739.60	04/19/2022	INV	PD	MARINA WAY PORTOFINO INT
700062360940041422		04/20/2022	10271955	05032022	103425	1,193.70	04/20/2022	INV	PD	700062360940 04/14/22
700062391656-4-4		04/19/2022	10271926	05032022	103425	685.18	04/19/2022	INV	PD	BERYL HARBOR PORTOFINO
700063072575041422		04/20/2022	10271956	05032022	103425	46,160.50	04/20/2022	INV	PD	700063072575 04/14/22
700634979323-4-6		04/19/2022	10271927	05032022	103425	526.08	04/19/2022	INV	PD	AVENUE H PLANT ARTESIA A
10631 SOUTHERN CALIFORNIA EDISON						2,419.08	04/14/2022	INV	PD	NEW M&S 200A UG 1521 KING
393435		04/14/2022	10272057	05032022	103426	2,419.08	04/14/2022	INV	PD	NEW M&S 200A UG 1521 KING
12993 STUART GOLD MD INC						7,500.00	04/25/2022	INV	PD	4/22 Bkhckadzhyan Medical
BGZHL		04/21/2022	10272007	05032022	103427	7,500.00	04/25/2022	INV	PD	4/22 Bkhckadzhyan Medical
12237 SUEZ WTS SERVICES USA, INC.						387.18				
901498992		04/21/2022	10272181	05032022	103428	134.20	05/03/2022	INV	PD	04/22 FS1 DI MIX EXCHANGE
901498993		04/21/2022	10272182	05032022	103428	252.98	05/03/2022	INV	PD	04/22 FS2 DI MIX EXCHANGE
10811 SUNBELT CONTROLS						100.00	04/18/2022	INV	PD	TECH LABOR-RBPAC HVAC
5048977		04/18/2022	10271831	05032022	103429	100.00	04/18/2022	INV	PD	TECH LABOR-RBPAC HVAC
9715 T2 SYSTEMS CANADA INC.						303.25	04/25/2022	INV	PD	EXTEND TO PAY - MARCH 202
6711		04/18/2022	10271931	05032022	103430	303.25	04/25/2022	INV	PD	EXTEND TO PAY - MARCH 202
6806 TALX UCM SERVICES, INC.						1,151.00	04/25/2022	INV	PD	UNEMPLOYMENT CLAIMS MGMT
2051869608		04/08/2022	10271708	05032022	103431	1,151.00	04/25/2022	INV	PD	UNEMPLOYMENT CLAIMS MGMT
12179 TEAM ONE NETWORKING						875.00	04/14/2022	INV	PD	CONF BRIDGE
20005		04/14/2022	10271729	05032022	103432	875.00	04/14/2022	INV	PD	CONF BRIDGE

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9570 THALES CONSULTING INC.										
2800		01/30/2022	10272195	05032022	103433	2,700.00	04/25/2022	INV	PD	ANNUAL CITIES FINANCIAL T
10837 THE FELDHAKE LAW FIRM										
55583		04/27/2022	10272202	05032022	103434	60,886.17	04/27/2022	INV	PD	3/22 ICRMA Legal Fees
71 TIME WARNER CABLE										
0004790040622		04/21/2022	10272055	05032022	103435	5,578.64	04/21/2022	INV	PD	DARK FIBER NETWORK
0044044012522		04/14/2022	10271716	05032022	103435	343.84	04/14/2022	INV	PD	CABLE TV CHARGES
0044044022522		04/14/2022	10271717	05032022	103435	343.84	04/14/2022	INV	PD	CABLE TV CHARGES
0044044032522		04/14/2022	10271718	05032022	103435	343.48	04/14/2022	INV	PD	CABLE TV CHARGES
0106477041322		04/21/2022	10272019	05032022	103435	128.76	04/21/2022	INV	PD	PW CABLE TV 4/13-5/12/22
0679747040122		04/14/2022	10271714	05032022	103435	420.00	04/14/2022	INV	PD	DARK FIBER NETWORK
0711235040122		04/14/2022	10271715	05032022	103435	420.00	04/14/2022	INV	PD	DARK FIBER NETWORK
						7,578.56				
11361 TIREHUB, LLC										
26451224	5568	04/18/2022	10271840	05032022	103436	5,287.88	04/18/2022	INV	PD	TIRES FOR VACTOR TRUCK
7130 TORRANCE AUTO REPAIR										
0173619		04/18/2022	10271804	05032022	103437	180.05	04/18/2022	INV	PD	W0678-17 CHARGE AC SYSTEM
0173658		04/20/2022	10271949	05032022	103437	119.95	04/20/2022	INV	PD	W0665-18 WHEEL ALIGNMENT
0173685		04/20/2022	10271944	05032022	103437	840.21	04/20/2022	INV	PD	W0408 REMOVE AND REPLACE
						1,140.21				
7361 TRANSPORTATION CONCEPTS										
516-03-2022	5374	04/14/2022	10271737	05032022	103438	261,302.55	04/14/2022	INV	PD	TRANSIT EXPENSES THROUGH
6100 DAVID TURCH & ASSOCIATES										
04142022	5476	04/14/2022	10271735	05032022	103439	2,083.33	04/14/2022	INV	PD	FEDERAL LEGISLATIVE ADVOC
3261 TURF STAR INC										
7220311-00		04/18/2022	10271815	05032022	103440	587.25	04/18/2022	INV	PD	W0286 DECK
6191 TURNOUT MAINTENANCE COMPANY										
25371		03/29/2022	10271989	05032022	103441	197.10	05/03/2022	INV	PD	TURNOUT MAINT/REPAIRS
3702 US BANK										
6468146		03/25/2022	10272210	05032022	103442	2,700.00	04/27/2022	INV	PD	CFA LEASE REVENUE REFUNDI
5885 U.S. BANK CORPORATE PAYMENT SYSTEM										
0232-03-22-2022		04/07/2022	10271547	05032022	103443	93.18	04/07/2022	INV	PD	CALCARD MALO MARCH 2022
027003222022		03/22/2022	10271872	05032022	103443	238.35	05/03/2022	INV	PD	L PORTOLESE 3/22/2022 CA

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
03043222022		04/05/2022	10271685	05032022	103443	5,632.53	04/05/2022	INV	PD	CAL CARD MARCH 2022 - J.
03222022-1945		04/05/2022	10271353	05032022	103443	3,881.77	04/05/2022	INV	PD	CALCARD MATT
03222022-2180		04/25/2022	10272186	05032022	103443	34.38	04/25/2022	INV	PD	BYRD CAL-CARD 03-22-2022
03222022-3861		04/26/2022	10272197	05032022	103443	274.99	04/26/2022	INV	PD	CHRIS CAL CARD
0462-03-22-2022		04/07/2022	10271532	05032022	103443	742.08	04/07/2022	INV	PD	CALCARD ANDERSON MARCH 20
0673-03-22-2022		04/07/2022	10271541	05032022	103443	1,517.60	04/07/2022	INV	PD	CALCARD HAVRILCHAK MARCH
077103222022		04/18/2022	10271784	05032022	103443	45.78	04/18/2022	INV	PD	CHRISTENSENCALCARD SAILIN
09063222022		04/05/2022	10271746	05032022	103443	249.79	04/05/2022	INV	PD	CAL CARD MARCH 2022 - C.
10173222022		04/05/2022	10271675	05032022	103443	1,601.38	04/05/2022	INV	PD	CAL CARD MARCH 2022- A. S
1326-032222		04/05/2022	10271370	05032022	103443	140.45	04/05/2022	INV	PD	COFFEE & BREAKROOM SUPPLI
150103222022		04/27/2022	10272203	05032022	103443	190.00	04/27/2022	INV	PD	JENNIFER PAUL 3/22 CAL CA
1527-03-22-2022		04/07/2022	10271537	05032022	103443	121.29	04/07/2022	INV	PD	CALCARD ANTES MARCH 2022
1574-03-22-2022		04/07/2022	10271571	05032022	103443	625.33	04/07/2022	INV	PD	CALCARD FREEMAN MARCH 202
15803222022		04/05/2022	10271753	05032022	103443	5,066.36	04/05/2022	INV	PD	CAL CARD MARCH 2022 - D.
1615032222		03/22/2022	10271278	05032022	103443	1,229.70	05/03/2022	INV	PD	03/22 BOSTER CALCARD
1857032222		04/06/2022	10271487	05032022	103443	1,123.77	04/06/2022	INV	PD	RMICHEL CALCARD 032022
19223222022		04/05/2022	10271853	05032022	103443	50.37	04/05/2022	INV	PD	CAL CARD MARCH 2022 - A M
2042-03-22-2022		04/07/2022	10271548	05032022	103443	389.33	04/07/2022	INV	PD	CALCARD MANLEY MARCH 2022
21513222022		04/05/2022	10271451	05032022	103443	180.00	04/05/2022	INV	PD	CAL CARD MARCH 2022 - T.
26023222022		04/05/2022	10271752	05032022	103443	3,976.58	04/05/2022	INV	PD	CAL CARD MARCH 2022 - R.
26313222022		04/05/2022	10271751	05032022	103443	18,494.03	04/05/2022	INV	PD	CAL CARD MARCH 2022 - G.
28253222022		04/05/2022	10271692	05032022	103443	1,371.96	04/05/2022	INV	PD	CAL CARD MARCH 2022 - T.
2870-03-22-2022		04/07/2022	10271551	05032022	103443	573.92	04/07/2022	INV	PD	CALCARD PRESTIA MARCH 202
2936-03-22-2022		04/07/2022	10271545	05032022	103443	736.80	04/07/2022	INV	PD	CALCARD LONG MARCH 2022
302703222022		04/18/2022	10271786	05032022	103443	268.45	04/18/2022	INV	PD	AGUIRRECALCARD AFTERSCHOO
3096032222		04/25/2022	10272193	05032022	103443	203.07	04/25/2022	INV	PD	CALCARD SHANNON SNEED
3116032222		04/06/2022	10271486	05032022	103443	50.00	04/06/2022	INV	PD	LEMDEE CALCARD 032022
3290032222		03/22/2022	10271284	05032022	103443	435.80	05/03/2022	INV	PD	03/22 LUBBA CALCARD
3439-03-22-2022		04/07/2022	10271540	05032022	103443	386.88	04/07/2022	INV	PD	CALCARD DYBERG MARCH 2022
34713222022		04/05/2022	10271741	05032022	103443	2,534.82	04/05/2022	INV	PD	CAL CARD MARCH 2022 - V.
3478032222		03/22/2022	10271290	05032022	103443	140.19	05/03/2022	INV	PD	03/22 STOUT CALCARD
3686032222		03/22/2022	10271286	05032022	103443	859.25	05/03/2022	INV	PD	03/22 REGAN CALCARD
368903222022		04/02/2022	10271185	05032022	103443	4,869.96	04/02/2022	INV	PD	JACK MEYER CAL CARD - 3/2
3984032222		04/04/2022	10271266	05032022	103443	33.99	04/04/2022	INV	PD	ERICA BROWN CALCARD
424605032022		03/31/2022	10271141	05032022	103443	375.00	03/31/2022	INV	PD	Cal Card March 2022
4603-032222		04/05/2022	10271368	05032022	103443	390.92	04/05/2022	INV	PD	UPLIFT DESK
46083222022		04/05/2022	10271747	05032022	103443	1,525.73	04/05/2022	INV	PD	CAL CARD MARCH 2022 - A.
46943222022		04/05/2022	10271453	05032022	103443	473.80	04/05/2022	INV	PD	CAL CARD MARCH 2022 - S.
4980032222		04/06/2022	10271488	05032022	103443	50.00	04/06/2022	INV	PD	TLOEWENSTEIN CALCARD 0320
50743222022		04/05/2022	10271750	05032022	103443	2,011.34	04/05/2022	INV	PD	CAL CARD MARCH 2022 - C.
508503222022		04/13/2022	10271704	05032022	103443	184.93	04/13/2022	INV	PD	LIBRARY - HAMILTONMITCHEL
51513222022		04/05/2022	10271707	05032022	103443	1,419.11	04/05/2022	INV	PD	CAL CARD MARCH 2022 - J.
5660-03-22-2022		04/07/2022	10271549	05032022	103443	242.82	04/07/2022	INV	PD	CALCARD MARTIN MARCH 2022
5704032222		03/22/2022	10271281	05032022	103443	9.03	05/03/2022	INV	PD	03/22 KAUFFMAN CALCARD
5708032222		03/22/2022	10271285	05032022	103443	1,845.95	05/03/2022	INV	PD	03/22 MAY CALCARD
57473222022		04/05/2022	10271742	05032022	103443	4,799.57	04/05/2022	INV	PD	CAL CARD MARCH 2022 - M.
576304192022		03/22/2022	10271184	05032022	103443	52.60	04/11/2022	INV	PD	LKMARCH/2022CC
6001-03-22-2022		03/22/2022	10271673	05032022	103443	17.22	04/11/2022	INV	PD	CALCARD MENDENCE MARCH 20
6026032222		03/22/2022	10271282	05032022	103443	205.31	05/03/2022	INV	PD	03/22 LORENSON CALCARD
60443222022		04/05/2022	10271677	05032022	103443	456.07	04/05/2022	INV	PD	CAL CARD MARCH 2022 - J.
609932222		04/04/2022	10271275	05032022	103443	1,378.47	04/04/2022	INV	PD	ZACH P. CAL CARD 3-22-22
621305032022A		03/22/2022	10271336	05032022	103443	19.99	04/18/2022	INV	PD	EHAUSE CALCARD MARCH 2022
6273032222		03/22/2022	10271280	05032022	103443	5.48	05/03/2022	INV	PD	03/22 CONARD CALCARD
63903222022		04/05/2022	10271674	05032022	103443	2,571.58	04/05/2022	INV	PD	CAL CARD MARCH 2022 - M P
64413222022		04/05/2022	10271748	05032022	103443	118.97	04/05/2022	INV	PD	CAL CARD MARCH 2022 - M.

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
6714-03-22-2022		04/07/2022	10271556	05032022	103443	450.24	04/07/2022	INV	PD	CALCARD TEMPRANO MARCH 20
69323222022		04/05/2022	10271687	05032022	103443	3,094.44	04/05/2022	INV	PD	CAL CARD MARCH 2022 - M.
7070032222		03/22/2022	10271738	05032022	103443	1,648.03	04/18/2022	INV	PD	D STRICKFADEN CALCARD 03-
7106-03-22-2022		04/07/2022	10271553	05032022	103443	550.44	04/07/2022	INV	PD	CALCARD ROSE MARCH 2022
7166-03-22-2022		04/07/2022	10271538	05032022	103443	314.60	04/07/2022	INV	PD	CALCARD CARLBORG MARCH 20
7283-03-22-2022		04/07/2022	10271552	05032022	103443	207.55	04/07/2022	INV	PD	CALCARD PLUGGE MARCH 2022
73903222022		04/05/2022	10271362	05032022	103443	17,837.62	04/05/2022	INV	PD	CAL CARD MARCH 2022 - F.
752003222022		04/13/2022	10271705	05032022	103443	643.96	04/13/2022	INV	PD	LIBRARY - VILHAUER
75313222022		04/05/2022	10271706	05032022	103443	69.54	04/05/2022	INV	PD	CAL CARD MARCH 2022 - J.
759803222022		04/18/2022	10271778	05032022	103443	300.00	04/18/2022	INV	PD	DIAZCALCARD SAILING 7598
7598032222		03/22/2022	10271289	05032022	103443	282.39	05/03/2022	INV	PD	03/22 BROWN CALCARD
7606032222		04/05/2022	10271444	05032022	103443	477.95	04/05/2022	INV	PD	CALCARD - ROBERT PIERCE
76633222022		04/05/2022	10271740	05032022	103443	5,541.04	04/05/2022	INV	PD	CAL CARD MARCH 2022 - J.
7702032222		03/22/2022	10271984	05032022	103443	157.28	05/03/2022	INV	PD	GIOA CONFERENCE
7820032222		03/22/2022	10272196	05032022	103443	192.88	04/25/2022	INV	PD	CAL-CARD FSD RNORMAN 03-2
7825-03-22-2022		04/07/2022	10271554	05032022	103443	124.59	04/07/2022	INV	PD	CALCARD SPRY MARCH 2022
7834-03-22-2022		04/07/2022	10271539	05032022	103443	63.00	04/07/2022	INV	PD	CALCARD DRURY MARCH 2022
7933032222		03/22/2022	10271288	05032022	103443	523.57	05/03/2022	INV	PD	03/22 YANG CALCARD
79523222022		04/05/2022	10271469	05032022	103443	154.29	04/05/2022	INV	PD	CAL CARD MARCH 2022 - R.
81093222022		04/05/2022	10271749	05032022	103443	1,304.39	04/05/2022	INV	PD	CAL CARD MARCH 2022- P WE
8346-03-22-2022		04/07/2022	10271550	05032022	103443	1,127.93	04/07/2022	INV	PD	CALCARD MORALES MARCH 202
8596032222		04/25/2022	10272192	05032022	103443	199.00	04/25/2022	INV	PD	JOHN YORK CALCARD (SEASID
885303222022		04/28/2022	10272227	05032022	103443	29.43	04/28/2022	INV	PD	HOFFMAN 3/22 CAL CARD
8888-032222		04/14/2022	10271733	05032022	103443	284.10	04/18/2022	INV	PD	3/22 J. Espinoza Cal Card
89963222022		04/05/2022	10271463	05032022	103443	2,512.76	04/05/2022	INV	PD	CAL CARD MARCH 2022 - J.
900703222022		04/21/2022	10272066	05032022	103443	520.48	04/21/2022	INV	PD	EMILYE ABKENARCAL CARD AF
9185-03-22-2022		04/07/2022	10271555	05032022	103443	289.12	04/07/2022	INV	PD	CALCARD DELERY MARCH 2022
92343222022		04/05/2022	10271678	05032022	103443	235.00	04/05/2022	INV	PD	CAL CARD MARCH 2022 - M.
9360-032222		04/14/2022	10271734	05032022	103443	15.70	04/18/2022	INV	PD	3/22 C. Park Cal Card
9670-03-22-2022		04/07/2022	10271543	05032022	103443	243.78	04/07/2022	INV	PD	CALCARD LEWIS MARCH 2022
9694032222		03/22/2022	10271277	05032022	103443	216.48	05/03/2022	INV	PD	03/22 BELLANTE CALCARD
9760032222		03/22/2022	10271287	05032022	103443	1,199.98	05/03/2022	INV	PD	03/22 SMITH CALCARD
98193222022		04/05/2022	10271711	05032022	103443	1,776.47	04/05/2022	INV	PD	CAL CARD MARCH 2022 - E.
9917-03-22-2022		04/07/2022	10271572	05032022	103443	11.52	04/07/2022	INV	PD	CALCARD LOFSTROM MARCH 20
						119,117.57				
3300 UNITED PARCEL SERVICE										
0000889114122		03/19/2022	10272207	05032022	103444	36.00	04/27/2022	INV	PD	SERVICE CHARGES
0000889114132		03/26/2022	10272208	05032022	103444	36.00	04/27/2022	INV	PD	SERVICE CHARGES
0000889114142		04/02/2022	10272209	05032022	103444	36.00	04/27/2022	INV	PD	SERVICE CHARGES
0000889114152		04/09/2022	10272205	05032022	103444	36.00	04/27/2022	INV	PD	SERVICE CHARGES
0000889114162		04/16/2022	10272206	05032022	103444	36.00	04/27/2022	INV	PD	SERVICE CHARGES
						180.00				
5332 UNITED RENTALS NORTHWEST, INC.										
185398016-021		04/21/2022	10272021	05032022	103445	175.20	04/25/2022	INV	PD	3/22 RB Homeless Court Po
8088 VERIZON BUSINESS SERVICES										
Z8147581		04/14/2022	10271720	05032022	103446	1,975.31	04/14/2022	INV	PD	PRIVATE IP
3621 VERIZON WIRELESS										

CITY OF REDONDO BEACH



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9902692437		04/18/2022	10271863	05032022	103447	3,801.88	04/18/2022	INV	PD	MDC PD MODEM MONTHLY CHAR
9902721974		04/18/2022	10271849	05032022	103447	86.59	04/18/2022	INV	PD	PW SEWERS EMERGENCY CELL
9903157112		04/14/2022	10271721	05032022	103447	190.95	04/14/2022	INV	PD	MONTHLY PHONE CHARGE
9903157113		04/14/2022	10271722	05032022	103447	182.17	04/14/2022	INV	PD	MONTHLY PHONE CHARGE
9903157193		04/14/2022	10271719	05032022	103447	271.91	04/14/2022	INV	PD	MONTHLY PHONE CHARGE
						4,533.50				
3388 WALKER PARKING CONSULTANTS/ENGINEERS, IN										
370092910009	5428	04/14/2022	10271999	05032022	103448	2,296.49	04/14/2022	INV	PD	WALKER PARKING CONSULTANT
370092910012	5428	04/14/2022	10272028	05032022	103448	3,487.50	04/14/2022	INV	PD	WALKER PARKING CONSULTANT
						5,783.99				
12916 WALLACE										
W800278	5546	04/14/2022	10271993	05032022	103449	54,127.00	04/14/2022	INV	PD	ALTA VISTA PUMP STATION P
3408 WAXIE SANITARY SUPPLY										
80810817		04/18/2022	10271830	05032022	103450	1,763.50	04/18/2022	INV	PD	BUILD MAINT CLEANING SUPP
80814286		04/18/2022	10271829	05032022	103450	1,439.05	04/18/2022	INV	PD	PARKS CLEANING SUPPLIES
80817540		04/18/2022	10271832	05032022	103450	248.35	04/18/2022	INV	PD	PIER CLEANING SUPPLIES
80820954		04/18/2022	10271828	05032022	103450	3,728.72	04/18/2022	INV	PD	PIER CLEANING SUPPLIES
80835031		04/20/2022	10271964	05032022	103450	27.47	04/20/2022	INV	PD	RBPAC CLEANING SUPPLIES
						7,207.09				
12199 WEST COAST CIVIL, INC.										
2112-203	5046	04/14/2022	10271997	05032022	103451	6,042.50	04/14/2022	INV	PD	TransitCntr.CivilEngr&LnA
2203-207	5046	04/14/2022	10271998	05032022	103451	4,895.00	04/14/2022	INV	PD	TransitCntr.CivilEngr&LnA
						10,937.50				
10426 WEST MARINE PRO										
008599		03/31/2022	10272036	05032022	103452	87.36	04/25/2022	INV	PD	TOOLS/EQUIP 801
008600		03/31/2022	10272037	05032022	103452	49.28	04/25/2022	INV	PD	TOOLS/EQUIP 801
						136.64				
8306 XYLEM WATER SOLUTIONS, U.S.A., INC.										
3556C19097		04/19/2022	10271972	05032022	103453	3,909.01	04/19/2022	INV	PD	REPAIRS TO RINDGE SEWER P
9320 ZERO WASTE USA										
477926		04/18/2022	10271852	05032022	103454	2,577.39	04/18/2022	INV	PD	PIER DOGGIE BAGS 4/14/22
						2,577.39				
415 INVOICES						1,505,039.89				

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



Administrative Report

H.5., File # 22-3900

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH COOK, HAMMOND AND KELL, INC. DBA CHK AMERICA FOR PROFESSIONAL TRANSIT GRAPHIC DESIGN SERVICES FOR AN ADDITIONAL AMOUNT OF \$10,000 AND TO EXTEND THE TERM TO JUNE 30, 2024.
2. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH KIM FUENTES FOR PROFESSIONAL TRANSPORTATION TECHNICAL ASSISTANCE FOR AN ADDITIONAL AMOUNT OF \$15,000 AND TO EXTEND THE TERM TO JUNE 30, 2024.
3. APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT WITH ROY E. GLAUTHIER CONSULTING FOR PROFESSIONAL TRANSIT CONSULTATION SERVICES FOR AN ADDITIONAL AMOUNT OF \$20,000 AND TO EXTEND THE TERM TO JUNE 30, 2023.

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Contracts, Signatures and Insurance

**THIRD AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COOK, HAMMOND AND KELL, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Cook, Hammond and Kell, Inc., a California corporation ("Consultant").

WHEREAS, on November 3, 2015, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on June 5, 2018, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to extend the term of the Agreement to June 30, 2020; and

WHEREAS, on May 5, 2020, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2022; and

WHEREAS, the parties hereto desire to amend the Agreement.

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 June 30, 2024. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" 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 Consultant's hourly rates and increase the limit on Consultant's total compensation to \$40,000. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A".
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COOK, HAMMOND AND KELL, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2024, unless otherwise terminated as herein provided.

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 in accordance with the following schedule for the services described in Exhibit "A".

No.	Service Description	Hourly Rate or Unit Cost
1	System/map/brochure	\$145/hr
2	Bus stop signs	\$145/hr
3	Bus stop panel updates a. Schedule update b. Map and schedule update	\$110 each \$225 each
4	Spider map	\$5,000 each
5	General design of marketing materials	\$145/hr

- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$40,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide dates of services, hours worked, applicable hourly rates, fees, and description of services performed. 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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: Cook, Hammond and Kell, Inc.
115 S. La Cumbre Lane, Suite 201
Santa Barbara, CA 93105
Attention: Rick Wood, President and CEO

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COOK, HAMMOND AND KELL, INC.,
a California corporation

William C. Brand, Mayor

By: 

Name: Rick Wood

Title: President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

**SECOND AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COOK, HAMMOND AND KELL, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cook, Hammond and Kell, Inc., a California corporation ("Consultant").

WHEREAS, on November 3, 2015, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on June 5, 2018, the parties hereto entered into the First Amendment to the Agreement for Consulting Services between the City and Consultant ("First Amendment") to extend the Agreement to June 30, 2020; and

WHEREAS, the parties hereto desire to extend the Agreement to June 30, 2022.

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. **SCHEDULE FOR COMPLETION.** The term of the Agreement shall be extended to June 30, 2022.
2. **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 5th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

E0413C7231DF4E1...
William C. Brand, Mayor

COOK, HAMMOND AND KELL, INC.,
a California corporation

DocuSigned by:

By: Rick Wood
Name: Rick Wood
Title: President and CEO

ATTEST:

DocuSigned by:

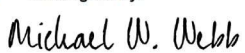
72F2AC716C214CF...
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

B7F2B0D00BA64E7...
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

669049EDE03D402...
Michael W. Webb, City Attorney

**FIRST AMENDMENT TO AGREEMENT FOR
CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND COOK, HAMMOND AND KELL, 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 Cook, Hammond and Kell, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on November 3, 2015, the parties entered into the Agreement for Consulting Services between the City and Contractor (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement for two additional years until June 30, 2020.

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:

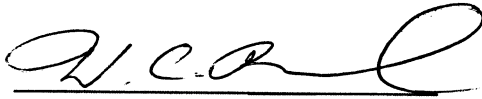
1. Term: The term of the Agreement shall be extended to June 30, 2020.
2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede 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.

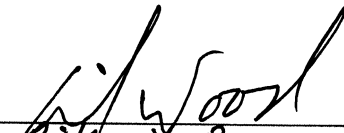


IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 5th day of June, 2018.

CITY OF REDONDO BEACH

COOK, HAMMOND AND KELL, INC.


William C. Brand, Mayor

By: 
Name: Rick Wood
Title: President


ATTEST:

APPROVED:


Eleanor Manzano, City Clerk


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney



**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COOK, HAMMOND AND KELL, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Cook, Hammond and Kell, 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. 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.
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 3rd day of November, 2015.

CITY OF REDONDO BEACH

Mayor

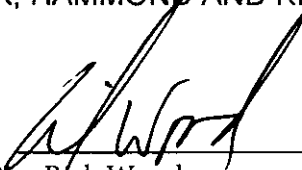


COOK, HAMMOND AND KELL, INC.

By:

Name: Rick Wood

Title: President and CEO

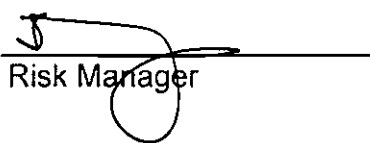


ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide graphic design services for the Beach Cities Transit programs to the City, including but not limited to the development, redesign and update of the following marketing information and materials.

1. System map/brochure
2. Bus stop signs
3. The following bus stop panel updates.
 - a. Schedule update
 - b. Map and schedule update
4. Spider map
5. General design services of the marketing materials described in this section.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on November 3, 2015 and expire on June 30, 2018, unless otherwise terminated as herein provided.

EXHIBIT "C"
COMPENSATION

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

1. **AMOUNT.** Consultant shall be paid in accordance with the following schedule for the services described in Exhibit "A". In no event shall Consultant's total compensation exceed \$30,000.

No.	Service	Amount
1	System map/brochure	\$125/hr
2	Bus stop signs	\$125/hr
	The following bus stop panel updates.	
	a. Schedule update	\$85 each
3	b. Map and schedule update	\$195 each
4	Spider map	\$5,000 each
5	General design of the marketing materials	\$125/hr

2. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices based upon the time spent during the previous 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.
3. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
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: Cook, Hammond and Kell, Inc.
115 S. La Cumbre Lane, Suite 201
Santa Barbara, CA 93105
Attention: Rick Wood, President and CEO

City: City of Redondo Beach
Community Services Department, Transit Division
415 Diamond St.
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013	CONTACT NAME: Brian Snyder PHONE (A/C, No, Ext): (805) 965-0071 E-MAIL ADDRESS: bsnyder@bbofcal.com FAX (A/C, No): (805) 690-3200
INSURED Cook, Hammond & Kell, Inc., DBA: CHK America, Inc. & Connectpoint 175 Cremona Drive, Ste. 160 Goleta CA 93117	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Company of America INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 21/22 GL/XS**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6800K8762832142	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6800K8762832142	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP6J9237292142	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			6800K8762832142	09/01/2021	09/01/2022	Aggregate \$5,000,000 Each Wrongful Act \$5,000,000 Deductible \$10,000

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

City of Redondo Beach is included as Additional Insured under the General Liability per the attached form CG D4 17 02 19, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach P.O Box 270 Redondo Beach, CA 93117	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 Christina Klug
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Employees – Supervisory Positions</p> <p>D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured – Broad Form Vendors</p> <p>H. Blanket Additional Insured – Controlling Interest</p> | <p>I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments – Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability – Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATER CRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FOR MED LIMITED LAIBILITY COMPANIES
The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- 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.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LAIBILTY FOR CONDUCT OF UNNAMED PARTNERSHIP SO R. JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we



waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**THIRD AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH AND KIM FUENTES**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Kim Fuentes, an individual ("Consultant").

WHEREAS, on September 1, 2015, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to extend the Agreement to June 30, 2019 and increase Consultant's not to exceed compensation to \$30,000; and

WHEREAS, on May 7, 2019, the parties hereto entered into the Second Amendment to the Agreement ("Second Amendment") to add services, extend the Agreement to June 30, 2022 and increase Consultant's not to exceed compensation to \$60,000; and

WHEREAS, the parties wish to amend the Agreement.

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.** Exhibits "B" and "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to June 30, 2024. Exhibit "B-3" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-2" in accordance with the schedule set forth in Exhibit "B-3".
2. **COMPENSATION.** Exhibits "C" and "C-2" of the Agreement are hereby amended to add Exhibit "C-3" to increase the hourly rate to \$145, and increase the not to exceed compensation by \$15,000, for a total limit on Contractor's compensation in the amount of \$75,000. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-2".
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KIM FUENTES,
an individual

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “B-3”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2024 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-3"

COMPENSATION

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

1. **AMOUNT.** Effective July 1, 2022, Consultant shall be paid an hourly rate of \$145 for services described herein. In no event shall the total amount paid to Consultant exceed \$75,000.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices dates of service, detailing hourly rate, hours worked, and services performed 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.** Consultant shall be paid monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are performed to the City's full satisfaction.
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: Kim Fuentes
1216 Oak Leaf Ave.
Monrovia, CA 91216

City: City of Redondo Beach
Community Services Department, the Transit Division
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Joyce Rooney, Transit Manager

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.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KIM FUENTES,
an individual



William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

**SECOND AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KIM FUENTES**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Kim Fuentes, an individual ("Consultant").

WHEREAS, on September 1, 2015, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties hereto entered into the First Amendment to the Agreement for Consulting Services between the City and Consultant ("First Amendment") to extend the Agreement to June 30, 2019 and increase Consultant's not to exceed compensation to \$30,000; and

WHEREAS, the parties wish to amend the Agreement.

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. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-2", which provides duties effective July 1, 2019. Exhibit "A-2" is attached hereto and incorporated by reference.
2. **SCHEDULE FOR COMPLETION.** Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2022. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-2" in accordance with the schedule set forth in Exhibit "B-2".
3. **COMPENSATION.** Exhibits "C" and "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase the hourly rate to \$140, and increase the not to exceed compensation by \$30,000, for a total limit on Consultant's compensation in the amount of \$60,000. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-2".
4. **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.



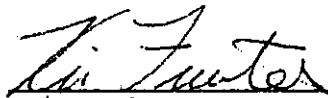
IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 7th day of May, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

KIM FUENTES,
an individual



William C. Brand, Mayor

By: 
Name: Kim Fuentes
Title: Transportation Consultant

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "A-2"

SCOPE OF SERVICES

Effective July 1, 2019, Consultant shall provide the following services.

1. Prepare the AQMD AB2766 report for the City based on the information provided by the City.
2. Prepare the AQMD Rule 2202 report for the City, including conducting Average Vehicle Ridership ("AVR") survey, calculating AVR results, zip code analysis, and preparing report forms based on information provided by City.
3. Perform any other mutually agreed upon services, as requested by the City to ensure City's compliance with AQMD requirements.



EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2022 ("Term"), unless otherwise terminated as herein provided.



EXHIBIT "C-2"
COMPENSATION

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

1. **AMOUNT.** Effective July 1, 2019, Consultant shall be paid an hourly rate of \$140 for services described herein. In no event shall the total amount paid to Consultant exceed \$60,000.
2. **METHOD OF PAYMENT.** Consultant shall provide invoices detailing hourly rate, hours worked, and services performed 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.** Consultant shall be paid monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are performed to the City's full satisfaction.
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: Kim Fuentes
1216 Oak Leaf Ave.
Monrovia, CA 91216

City: City of Redondo Beach
Community Services Department, the Transit Division
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Joyce Rooney, Transit Manager

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.

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KIM FUENTES**

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 Kim Fuentes, an Individual ("Consultant").

WHEREAS, on September 1, 2015, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement.

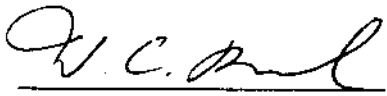
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:


1. Term. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2019. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" 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" which increases the limit for total compensation paid to Consultant by \$15,000 for a total limit of \$30,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A".
3. 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 April, 2017.

CITY OF REDONDO BEACH

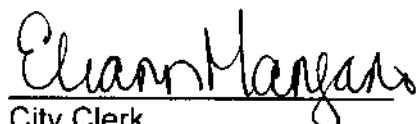
KIM FUENTES


Mayor

By: 
Name: Kim Fuentes
Title: Transportation Consultant

ATTEST:

APPROVED:


City Clerk


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 April, 2017.

CITY OF REDONDO BEACH

KIM FUENTES

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "B-1"
SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2019 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

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

1. Amount. Consultant shall be paid an hourly rate of \$135 for services described herein. In no event shall the total amount paid to Consultant exceed \$30,000.
2. Method of Payment. Consultant shall provide 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. Consultant shall be paid monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are performed to the City's full satisfaction.
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: Kim Fuentes
1216 Oak Leaf Ave.
Monrovia, CA 91216

City: City of Redondo Beach
Community Services Department, the Transit Division
1922 Artesia Blvd.
Redondo Beach, CA 90278

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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND KIM FUENTES**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Kim Fuentes, an Individual ("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.

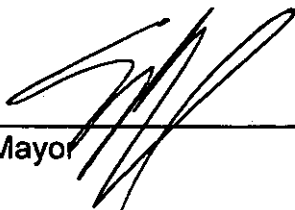
31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of 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 1st day of September, 2015.

CITY OF REDONDO BEACH

KIM FUENTES



Mayor

By: 
Name: Kim Fuentes
Title: Transportation Consultant

ATTEST:

APPROVED:



City Clerk



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant shall provide the following services.

1. Prepare the AB2766 report for the City.
2. Assist with filing requirements for Rule 2202 under the authority of South Coast Air Quality Management District ("AQMD").
3. Perform any other services, as requested by the City to ensure City's compliance with AQMD requirements.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on September 1, 2015 and shall continue until June 30, 2017, unless otherwise terminated as herein provided.

EXHIBIT "C"
COMPENSATION

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

1. Amount. Consultant shall be paid an hourly rate of \$135 for services described herein. In no event shall the total amount paid to Consultant exceed \$15,000.
2. Method of Payment. Consultant shall provide 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. Consultant shall be paid monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that services are performed to the City's full satisfaction.
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: Kim Fuentes
 1216 Oak Leaf Ave.
 Monrovia, CA 91216

City: City of Redondo Beach
 Community Services Department, the Transit Division
 1922 Artesia Blvd.
 Redondo Beach, CA 90278



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.

**FIFTH AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND ROY E. GLAUTHIER**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Roy E. Glauthier, an individual ("Consultant").

WHEREAS, on June 16, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") to add duties to the Consultant's scope of services, including but not limited to, assisting with operational planning for the City Transit Center and advising on any issues with the City's Operations and Maintenance contractor, extend the term of the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, on May 7, 2019, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2020; and

WHEREAS, on May 19, 2020, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to extend the term of the Agreement to June 30, 2021, increase Consultant's hourly rate to \$130 for services and \$65 for travel, and increase the limit on Consultant's total compensation to \$80,000; and

WHEREAS, on May 18, 2021, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to extend the term of the Agreement to June 30, 2022; and

WHEREAS, the parties desire to amend the Agreement.

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. Exhibits "B" to "B-4" of the Agreement are hereby amended to add Exhibit "B-5", which extends the Agreement to June 30, 2023. Exhibit "B-5" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-5".
2. Compensation. Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to increase Consultant's hourly rate to \$140 for services and \$70 for travel, and increase the limit on Consultant's total compensation to

\$100,000. Exhibit "C-4" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".

3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth 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, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ROY E. GLAUTHIER,
an individual

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-5"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2023, unless otherwise terminated as herein provided.

EXHIBIT "C-4"
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$140 for services described herein and an hourly rate of \$70 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$100,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide dates of services, hours worked and traveled, applicable hourly rates, and services performed. 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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: Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

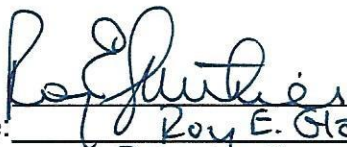
All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ROY E. GLAUTHIER,
an individual

William C. Brand, Mayor

By: 
Name: Roy E. Glauthier
Title: Principal

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

**FOURTH AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND ROY E. GLAUTHIER**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Roy E. Glauthier, an individual ("Consultant").

WHEREAS, on June 16, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") to add duties to the Consultant's scope of services, including but not limited to, assisting with operational planning for the City Transit Center and advising on any issues with the City's Operations and Maintenance contractor, extend the term of the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, on May 7, 2019, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2020; and

WHEREAS, on May 19, 2020, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to extend the term of the Agreement to June 30, 2021, increase Consultant's hourly rate to \$130 for services and \$65 for travel, and increase the limit on Consultant's total compensation to \$80,000; and

WHEREAS, the parties desire to amend the Agreement.

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. Term. Exhibits "B" to "B-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to June 30, 2022. Exhibit "B-4" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-4".
2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, and this Fourth 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, the First

Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall govern.


IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 18th day of May, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation



William C. Brand, Mayor

ROY E. GLAUTHIER,
an individual


By: 
Name: Roy E. Gauthier
Title: Principal

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT "B-4"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2022, unless otherwise terminated as herein provided.

**THIRD AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND ROY E. GLAUTHIER**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("third Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Roy E. Glauthier, an individual ("Consultant").

WHEREAS, on June 16, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") to add duties to the Consultant's scope of services, including but not limited to, assisting with operational planning for the City Transit Center and advising on any issues with the City's Operations and Maintenance contractor, extend the term of the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, on May 7, 2019, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term of the Agreement to June 30, 2020; and

WHEREAS, the parties desire to amend the Agreement.

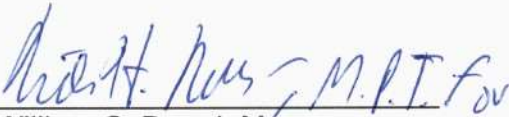
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Term. Exhibits "B" to "B-2" of the Agreement are hereby amended to add Exhibit "B-3", which extends the Agreement to June 30, 2021. Exhibit "B-3" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-3".
2. Compensation. Exhibits "C" to "C-1" of the Agreement are hereby amended to add Exhibit "C-3" to increase Consultant's hourly rate to \$130 for services and \$65 for travel, and increase the limit on Consultant's total compensation to \$80,000. Exhibit "C-3" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third 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, the First Amendment,

Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 19th day of May, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation


William C. Brand, Mayor
4/15/21

ATTEST:


Eleanor Manzano, City Clerk

APPROVED AS TO FORM:


Michael W. Webb, City Attorney

ROY E. GLAUTHIER,
an individual

DocuSigned by:

By: Roy Glauthier
Name: Roy Glauthier
Title: Principal

APPROVED:

DocuSigned by:

Jill Buchholz
B7F2B0D00BA64E7
Jill Buchholz, Risk Manager

EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2021, unless otherwise terminated as herein provided.

EXHIBIT "C-3"
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$130 for services described herein and an hourly rate of \$65 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$80,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices to City for approval and payment. Invoices must provide hours, applicable hourly rates, and services performed. 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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: Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.

**SECOND AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH AND ROY E. GLAUTHIER**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Roy E. Glauthier, an individual ("Consultant").

WHEREAS, on June 16, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on April 18, 2017, the parties entered into the First Amendment to the Agreement ("First Amendment") to amend Exhibit "A" to add duties to the Consultant's scope of services, including but not limited to, assisting with operational planning for the City Transit Center and advising on any issues with the City's Operations and Maintenance contractor,

WHEREAS, pursuant to the First Amendment, the parties agreed to amend Exhibits "B" and "C" to extend the Agreement to June 30, 2019, and increase the limit for the total amount paid to Consultant to \$60,000; and

WHEREAS, the parties wish to extend the term the Agreement.

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. Term. Exhibits "B" and "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2020. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-2".
2. 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, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

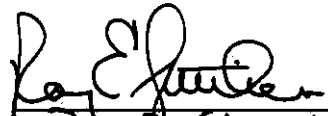
IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 7th day of May, 2019.

CITY OF REDONDO BEACH,
a chartered municipal corporation

ROY E. GLAUTHIER,
an individual



William C. Brand, Mayor

By: 
Name: Roy E. Glauthier
Title: Principal

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2020, unless otherwise terminated as herein provided.

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ROY E. GLAUTHIER**

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 Roy E. Glauthier, an Individual ("Consultant").

WHEREAS, on June 16, 2015, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

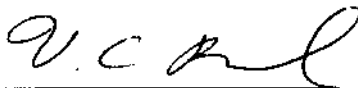
WHEREAS, the parties wish to amend the Agreement.

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. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to provide that Consultant shall assist with operational planning for the City Transit Center and advise on any issues with the City's Operations and Maintenance contractor, service reviews and contract re-procurement preparation during the FY 2019/2020 year. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Term. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2019. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" which increases the limit for total compensation paid to Consultant by \$20,000 for a total limit of \$60,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
4. 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 April, 2017.

CITY OF REDONDO BEACH



Mayor

ROY E. GLAUTHIER

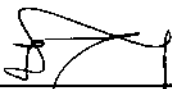
By: 
Name: Roy E. Glauthier
Title: Principal

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 April, 2017.

CITY OF REDONDO BEACH

ROY E. GLAUTHIER

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide technical assistance in the support of management and administration of the Beach Cities Transit ("BCT") and the WAVE Dial-A-Ride ("WAVE") system. This shall include the following duties.

1. Assist with operational planning for the City Transit Center, including security planning, facility maintenance, and asset monitoring and reporting.
2. Advise on any issues with the City's Operations and Maintenance contractor, service reviews and contract re-procurement preparation during the FY 2019/2020 year.
3. Review and assist in the collection, maintenance and reporting of BCT and WAVE operating data. Assist with the completion and submission of the annual reports.
4. Develop and support City staff in the use of data reporting procedures and programs for submission in accordance with federal and state transit reporting rules and regulations.
5. Assist City staff in the review and clarification of service policies with respect to WAVE and BCT. Advise City staff on BCT and WAVE information materials, policies and operating procedures.
6. Advise City staff on the BCT and WAVE Financial Plan, including fund source tracking and programming, capital project planning, vehicle specifications and requirements, and the timing of planned equipment and vehicle purchases.
7. Advise and assist City staff to ensure compliance with federal, state and local laws, regulations, rules, requirements, and policies.
8. Provide additional assistance as requested in the following areas.
 - a. Capital grant management and administration
 - b. Data management and reporting
 - c. Service monitoring and contract administration
 - d. Policies, procedures and service development
 - e. Federal and state regulatory compliance

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2019, unless otherwise terminated as herein provided.

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 hourly rate of \$120 for services described herein and an hourly rate of \$60 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$60,000 during the term of the Agreement.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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: Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND ROY E. GLAUTHIER**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Roy E. Glauthier, an Individual ("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

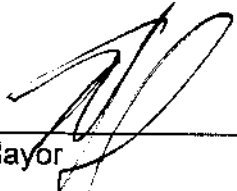
shall be waived if not made within six (6) months after accrual of the cause of action.

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

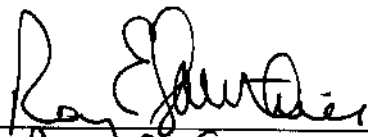
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16th day of June, 2015.

CITY OF REDONDO BEACH



Mayor

ROY E. GLAUTHIER


By: 
Name: Roy E. Glauthier
Title: Principal

ATTEST:



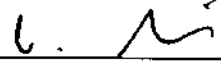
City Clerk

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 16th day of June, 2015.

CITY OF REDONDO BEACH




Mayor

ATTEST:




City Clerk

ROY E. GLAUTHIER


By: 
Name: Roy E. Glauthier
Title: Principal

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall provide technical assistance in the support of management and administration of the Beach Cities Transit ("BCT") and the WAVE Dial-A-Ride ("WAVE") system. This shall include the following duties.

1. Review and assist in the collection, maintenance and reporting of BCT and WAVE operating data. Assist with the completion and submission of the annual reports.
2. Develop and support City staff in the use of data reporting procedures and programs for submission in accordance with federal and state transit reporting rules and regulations.
3. Assist City staff in the review and clarification of service policies with respect to WAVE and BCT. Advise City staff on BCT and WAVE information materials, policies and operating procedures.
4. Advise City staff on the BCT and WAVE Capital Replacement Plan, vehicle specifications and requirements, timing of planned equipment and vehicle purchases.
5. Advise and assist City staff to ensure compliance with federal, state and local laws, regulations, rules, requirements, and policies.
6. Recommend emergency plan inclusions for BCT and WAVE services.
7. Provide additional assistance as requested in the following areas.
 - a. Capital grant management and administration
 - b. Data management and reporting
 - c. Service monitoring and contract administration
 - d. Policies, procedures and service development
 - e. Federal and state regulatory compliance

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on July 1, 2015 and continue through June 30, 2017 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid an hourly rate of \$120 for services described herein and an hourly rate of \$60 for travel time to perform said services.
- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation exceed \$40,000 during the Term.
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices 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.
- D. **SCHEDULE FOR PAYMENT.** Consultant shall invoice monthly an amount based on the hours worked in the prior month. City agrees to pay Consultant within thirty (30) days upon City's receipt of monthly invoice; provided however, services are completed to the City's full satisfaction.
- 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
Roy E. Glauthier
336 Vista Baya
Costa Mesa, CA 92627

City
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

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.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 5, 2022

CITY OF REDONDO BEACH
Attn: Diane Amaya
415 DIAMOND ST
REDONDO BEACH CA 90277

Account Information:

Policy Holder Details :	TRANSPORTATION PLANNING & POLICY/ ROY E. GLAUTHIER
-------------------------	---



Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 VALLEY FORGE INSURANCE BROKERAGE 39427657 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS: <div style="text-align: right;">INSURER(S) AFFORDING COVERAGE NAIC#</div>
INSURED TRANSPORTATION PLANNING & POLICY/ ROY E. GLAUTHIER 336 VISTA BAYA COSTA MESA CA 92627-1808	INSURER A : Sentinel Insurance Company Ltd. 11000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		39 SBA LX6068	10/22/2021	10/22/2022	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
	OTHER:						
A	AUTOMOBILE LIABILITY			39 SBA LX6068	10/22/2021	10/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRE AUTOS						PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Those usual to the Insured's Operations. Please Refer To Cover Page.

CERTIFICATE HOLDER

CITY OF REDONDO BEACH
 Attn: Diane Amaya
 415 DIAMOND ST
 REDONDO BEACH CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY VALLEY FORGE INSURANCE BROKERAGE		NAMED INSURED TRANSPORTATION PLANNING & POLICY/ ROY E. GLAUTHIER 336 VISTA BAYA COSTA MESA CA 92627-1808	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees, and volunteers are an Additional Insured and Coverage is Primary & Non-Contributory per the Business Liability Coverage form SS0008 with respect to liability arising out of work performed by or on behalf of the Consultant, also with respect to liability arising out of automobiles Hired and Non-owned Auto per the Business Liability Coverage form SS0008.



Administrative Report

H.6., File # 22-4059

Meeting Date: 5/3/2022

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

TITLE

EXCUSE ABSENCES OF COMMISSIONERS FROM VARIOUS COMMISSION MEETINGS.

EXECUTIVE SUMMARY

<u>Commissioner</u>	<u>Board/Commission</u>	<u>Meeting Date</u>
Desirée M. Galassi	Preservation	May 4, 2022
E.J Caldwell	Preservation	May 4, 2022

On April 18, 2022, the City Clerk received notification from Commissioner Galassi requesting an excused absence for May 4, 2022, Preservation Commission Meeting for business reasons.

On April 27, 2022, the City Clerk received notification from Commissioner Caldwell requesting an excused absence for May 4, 2022, Preservation Commission Meeting for business reasons.

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.

FISCAL IMPACT

None.

APPROVED BY:

Eleanor Manzano, City Clerk



Administrative Report

H.7., File # 22-4065

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT
DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-023, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO PHONG HOONG, AN INDIVIDUAL, DBA MINI CHINESE RESTAURANT

APPROVE THE LEASE WITH PHONG HOONG, AN INDIVIDUAL, DBA MINI CHINESE RESTAURANT, FOR A MONTHLY MINIMUM RENT OF \$1,618.76 AND A TERM OF MAY 3, 2022 THROUGH APRIL 5, 2026

EXECUTIVE SUMMARY

In 1995, the City of Redondo Beach ("the City") purchased the Fisherman's Wharf Leasehold which includes the 200 block of Fisherman's Wharf. The leasehold is comprised of several buildings that total approximately 13,000 square feet of leasable space. The space at 204 Fisherman's Wharf ("Premises") is approximately 283 square feet and has accommodated a fast-food use for decades. Mini Chinese Restaurant currently operates at the Premises and the current owner, Tony Tran, desires Phong Hoong to take over ownership of the business.

The proposed new 47-month lease reflects the remaining term of the five-year lease that was approved by City Council on April 6, 2021. The City retains the option to terminate the lease with twelve (12) months prior written notice. Rental to the City's Harbor Tidelands Fund is the greater of the minimum monthly rent of \$1,618.76 or 11% gross sales. Minimum annual rent is \$19,425.12.

BACKGROUND

In 1995, the City purchased the former Redondo Horseshoe Pier Company leasehold containing the buildings from 200 to 250 Wharf on the Redondo Beach Pier. The approximately 13,000 square feet of leasable space is made up of retail, restaurant and entertainment uses.

Mini Chinese Restaurant ("Tenant") currently operates on the pier and has become a familiar location for fast food since it opened in 1984. The restaurant was formerly owned by individuals Canny Tran and Tony Tran. With the retirement of Canny Tran, the City entered into the 2021 lease with Tony Tran as the sole owner. Tony Tran now wishes to transfer ownership to Phong Hoong.

The proposed lease is for 204 Fisherman's Wharf, which includes approximately 283 square feet of space. The proposed 47-month lease reflects the remaining term of the five-year lease that was approved on April 6, 2021. The City retains the right to terminate the lease with a twelve-month

written notice. The minimum monthly rental is \$1,618.76, or \$5.72 per square foot, which accrues to the Harbor Tidelands Fund. The minimum rent escalates 3% each year for the remainder of the lease. Total rent will be based on the greater of the monthly minimum or a percentage of sales, which is set at 11% of gross revenue.

Under the lease the Tenant accepts the property “as is” with no further cost to the City. The existing personal guaranty of Tony Tran will be replaced by Phong Hoong.

COORDINATION

The Waterfront and Economic Development Department collaborated with the City Attorney’s Office on this report. The City Attorney’s Office has approved the document as to form.

FISCAL IMPACT

Lease revenue from the property will accrue to the City’s Harbor Tidelands Fund. The proposed lease will result in a minimum monthly rent of \$1,618.75 with an annual escalation of 3%. Over the remaining 47-month term, revenue to the Tidelands Fund will be a minimum of \$79,700.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Resolution No. 2205-023
- Lease Between the City of Redondo Beach and Phong Hoong, an individual, dba Mini Chinese Restaurant
- Lease Between the City of Redondo Beach and Tony Tran, an individual, dba Mini Chinese Restaurant (April 6, 2021)

RESOLUTION NO. CC-2205-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, LEASING CERTAIN PROPERTY TO PHONG HOON, AN INDIVIDUAL, DBA MINI CHINESE RESTAURANT

WHEREAS, Section 2-21.01, Chapter 21, Title 2, of the Redondo Beach Municipal Code provides that any lease of public land owned or controlled by the City of Redondo Beach, or by any department or subdivision of the City, shall be administratively approved by resolution; and

WHEREAS, the City Council shall approve the subject lease only upon the making of certain findings.

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

SECTION 1. That the City Council of the City of Redondo Beach approves the lease with Phong Hoon, an individual, dba Mini Chinese Restaurant ("Lease") for the property commonly located at 204 Fisherman's Wharf, Redondo Beach, CA 90277, consisting of approximately 283 rentable square feet, as further detailed in the Lease attached hereto as Exhibit "A" and incorporated herein as set forth in full.

SECTION 2. That the City Council of the City of Redondo Beach hereby finds:

1. The Lease will result in a net economic or other public benefit to the City of Redondo Beach or the general public; and
2. The granting of the Lease is consistent with and will further the fiscal, budgetary and applicable economic development, social, recreational, public safety or other applicable adopted policies of the City; and
3. The Lease, and all land uses and development authorized by the Lease, are consistent with all applicable provisions of the general plan, the Coastal Land Use Plan where applicable, and the applicable zoning ordinances of the City; and
4. The Lease and all land uses and development authorized by the Lease, are consistent with and will carry out the goals, standards and policies of any specific plan applicable to the Lease property; and
5. The Lease and its purposes are consistent with all other applicable provisions of law; and
6. The Lease and all land uses and development authorized by the Lease are consistent with terms of and will further the purposes of the grant from the State and all applicable laws and agreements governing use of the land; and
7. The Lease shall not exceed sixty-six (66) years.

PASSED, APPROVED AND ADOPTED this 3rd day of May, 2022.

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-2205-023 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 3rd day of May, 2022, 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

EXHIBIT A

REDONDO BEACH FISHERMAN'S WHARF

LEASE

BETWEEN

CITY OF REDONDO BEACH,
A CHARTERED MUNICIPAL CORPORATION

LANDLORD

AND

PHONG HOONG
DBA MINI CHINESE RESTAURANT

TENANT

DATED AS OF

MAY 3, 2022

SUMMARY OF LEASE PROVISIONS:

The information provided below is a summary of detailed provisions set forth in this Lease agreement by and between Landlord and Tenant identified below. This summary is intended to provide an overview only and is not intended to alter, limit or expand the provisions set forth at length in the Lease. In the event of any conflict between the information in this summary and any other provision of this Lease, the latter shall control.

Date of Execution: May 3, 2022.

Landlord: The City of Redondo Beach, a Chartered City and Municipal Corporation.

Premises: That certain location in the Pier Retail/Restaurant Area commonly known as Tenant Space number 204 Fisherman's Wharf, comprised of approximately 283 square feet of Floor Area (as more particularly described in **Exhibit B**).

Tenant: Phong Hoong, an individual, dba Mini Chinese Restaurant

Tenant's Trade Name: Mini Chinese Restaurant (**Exhibit B**)

Use of Premises: Take-out restaurant selling Chinese and American cuisine, including corn on the cob; but no hot dogs on a stick or fresh lemonade (**Exhibit B**)

Lease Term: 47 months subject to Landlord's right to cancel upon Twelve months' prior written notice. (see Section 5.2)

Options to Extend Lease Term: None

Commencement Date: May 3, 2022.

Expiration Date: April 5, 2026.

Minimum Monthly Rent: Three Hundred Twenty Dollars (\$1,618.76) per month (\$5.72 Base Rent) and a three percent (3%) increase on the first anniversary of the Commencement Date and annually thereafter.

Monthly Percentage Rent: Eleven percent (11%) of Gross Sales (see Section 7.4).

Tenant's Monthly Expense Share: Tenant to pay pro rata share of applicable property operating expenses of 2.3% as detailed in the lease agreement.

Tenant's Association Share: 0.2% (2/10ths of 1%) of Gross Sales for advertising and promotion (see Article 27).

Address for Notices (Article 29):

TO LANDLORD:

City of Redondo Beach
Waterfront and Harbor Director
415 Diamond Street
Redondo Beach, CA 90277

City of Redondo Beach
City Attorney
415 Diamond Street
Redondo Beach, CA 90277

TO TENANT:

Phong Hoong
204 Fisherman's Wharf
Redondo Beach, CA 90277

Security Deposit: Seven Hundred Fifty Dollars (\$750.00) on deposit under Prior Lease

Guarantors: Phong Hoong

Name and location of competing business or operation not subject to Non-Competition provisions
(Section 15.3): None

Rider to Lease: No

Brokers:

Landlord: BC Urban
Tenant: None.

Table of Contents

ARTICLE 1	DEFINITIONS.....	8
ARTICLE 2	EXHIBITS	14
ARTICLE 3	PREMISES	15
3.1	Lease of Premises.....	15
3.2	Agreements Affecting Lease.....	15
3.3	Landlord's Reservations	15
3.3.1	Regarding the Pier Retail/Restaurant Area.....	15
3.3.2	Regarding the Premises	16
3.3.3	Regarding the City as Regulator.....	16
ARTICLE 4	USE AND POSSESSION	16
4.1	Tenant's Business	16
4.2	Compliance with Agreements, Laws, etc; Rules and Regulations; Insurance Requirements.....	16
4.3	Release	17
4.4	Use of the Premises.....	17
4.5	Prohibited Uses	18
4.6	Safety Requirements	19
4.7	Compliance with Law	20
4.8	Rules and Regulations.....	20
4.9	Food Service Use	21
ARTICLE 5	TERM	22
5.1	Term.....	22
5.2	Early Termination	22
5.3	No Relocation Assistance	23
ARTICLE 6	HOLDING OVER.....	23
ARTICLE 7	RENT	23
7.1	Minimum Monthly Rent	23
7.2	Payment of Tenant's Monthly Expense Share.....	24
7.3	Adjustment To Minimum Monthly Rent.....	24
7.4	Monthly Percentage Rent.....	24
7.4.1	Default Monthly Percentage Rent.....	25
7.4.2	Calculation and Adjustment of Monthly Percentage Rent Payments	25
7.4.3	Record Keeping.....	25
7.4.4	Monthly and Annual Statements	26
7.4.5	Right to Inspect and Audit.....	26
7.5	Additional Rent	27
7.6	Failure To Pay Items Required Under Article 7.....	27
7.7	Application of Payments	27
7.8	Address for Payments	27
ARTICLE 8	UTILITIES.....	27
8.1	Indemnification	28
8.2	Utility Charges	28
8.3	No Overloading.....	28
8.4	Discontinuance.....	28
8.5	Additional Utility Programs	28
8.6	Utility Service by Landlord.....	29
ARTICLE 9	INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION	29
9.1	Indemnity	29
9.2	Release	30
9.3	Waiver of Subrogation	30
9.4	Insurance Provided by Tenant.....	31
9.4.1	Comprehensive General Liability.....	31

9.4.2	Plate Glass	31
9.4.3	Boiler and Machinery	31
9.4.4	Direct Property Damage	31
9.4.5	Workers Compensation	32
9.4.6	Employer's Liability	32
9.4.7	Liquor Liability	32
9.4.8	Business Interruption	32
9.4.9	Motor Vehicle Liability	32
9.4.10	Policy Form	32
9.5	Blanket Coverage	33
9.6	Insurance Provided by Landlord	34
9.7	Actions Affecting Insurance	34
9.8	Hazardous Materials	34
9.9	Adjustment of Coverage	35
ARTICLE 10	TENANT'S RIGHT TO MAKE ALTERATIONS	35
10.1	Landlord's Consent	35
10.2	Ownership and Surrender of Alterations	36
10.3	Liens	36
10.4	Additional Requirements	37
10.5	Compliance with Applicable Prevailing Wage Requirements	37
ARTICLE 11	MECHANICS' LIENS	38
11.1	No Liens	38
11.2	Notices of Non-Responsibility	38
11.3	Security for Contested Claims	39
11.4	Landlord's Rights	39
ARTICLE 12	ADVERTISING MEDIA	39
12.1	Approved Advertising	39
12.2	Landlord's Consent Required	39
12.3	Advertising Outside Premises	39
ARTICLE 13	FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES	40
13.1	Removable Trade Fixtures	40
13.2	Improvements and Tenant's Work	40
13.3	Taxes on Improvements and Fixtures	40
13.4	Notice of Possessory Interest; Payment of Taxes and Assessments	40
ARTICLE 14	ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP	41
14.1	Prohibition Against Transfer	41
14.2	Restrictions on Transfer	41
14.3	No Release from Liability	42
14.4	Transferees's Obligations	42
14.5	Assignee's or Subtenant's Rent	42
14.6	Further Restrictions	42
ARTICLE 15	TENANT'S CONDUCT OF BUSINESS	43
15.1	Continuous Operation	43
15.2	Hours of Operation	43
15.3	Non-Competition	44
ARTICLE 16	REPAIRS AND MAINTENANCE	44
16.1	Tenant's Maintenance	44
16.2	Landlord's Right to Repair	45
16.3	Surrender of Premises	45
16.4	Landlord's Maintenance	45
16.5	Landlord's Entry	46
16.6	Display	46
ARTICLE 17	RECONSTRUCTION	46

17.1	Damage or Destruction by Casualty.....	47
17.2	Termination Upon Substantial Damage	47
17.3	Commencement of Restoration	47
17.4	No Abatement of Rent	47
17.5	Remedies Limited	48
ARTICLE 18	COMMON AREAS	48
18.1	Use of Common Areas	48
18.2	Common Area Maintenance.....	48
18.3	Control of Common Areas	49
18.4	Parking	49
ARTICLE 19	BANKRUPTCY; INVOLUNTARY TRANSFERS	50
19.1	Election to Assume Lease	50
19.2	Conditions of Assumption.....	50
19.3	Adequate Assurance.....	52
19.4	Occupancy Charges.....	53
19.5	Consent	53
19.6	Insolvency	53
19.7	Other Laws.....	54
ARTICLE 20	DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION	54
20.1	Events of Default	54
20.2	Notices	54
20.3	Additional Assurances	55
20.4	Landlord's Rights and Remedies	55
20.5	Landlord's Damages	56
20.6	Fixtures and Personal Property	57
20.7	No Waiver	58
20.8	Termination and Surrender of Possession	58
20.9	Self Help	58
20.10	Limitation on Setoffs, Counterclaims	59
20.11	Interest.....	59
ARTICLE 21	DEFAULTS BY LANDLORD; REMEDIES	59
ARTICLE 22	EMINENT DOMAIN	60
22.1	Taking Resulting in Termination	60
22.2	Award.....	60
22.3	Partial Taking	61
22.4	Transfer under Threat of Taking	61
ARTICLE 23	ATTORNEYS' FEES.....	61
ARTICLE 24	SALE OR MORTGAGE BY LANDLORD	61
24.1	Sale or Mortgage.....	61
24.2	Landlord's Successor.....	61
24.3	Release on Sale	61
ARTICLE 25	MASTER DOCUMENTS AND LOAN CONSIDERATIONS.....	61
25.1	Subordination	62
25.2	Attornment	62
25.3	Notice to Holder of Encumbrance.....	62
25.4	Confirmation and Recordation	62
25.5	Estoppel Certificate.....	62
ARTICLE 26	QUIET POSSESSION	63
ARTICLE 27	TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION.....	63
ARTICLE 28	CAPTIONS AND TERMS	64
ARTICLE 29	NOTICES.....	64
ARTICLE 30	OBLIGATIONS OF SUCCESSORS.....	64

ARTICLE 31	SECURITY DEPOSIT.....	64
31.1	Payment.....	64
31.2	Application.....	65
31.3	Transfer of Landlord's Interest	65
ARTICLE 32	BROKERS	65
ARTICLE 33	MISCELLANEOUS	66
33.1	Relationship of the Parties	66
33.2	Severability	66
33.3	Warranty of Authority.....	66
33.4	Entire Agreement	66
33.5	Construction	67
33.6	Right to Lease	67
33.7	Governing Law	67
33.8	Waiver or Consent Limitation.....	67
33.9	Force Majeure	67
33.10	Waiver of Rights of Redemption	68
33.11	Labor Disputes	68
33.12	Additional Assurances	68
33.13	Gender and Person	68
33.14	Counterparts	68
33.15	Time of Essence.....	68
33.16	Franchise	68
33.17	Exhibits Incorporated	68
33.18	Nondiscrimination.....	69
33.19	Independent Contractor.....	69
33.20	No Conflict of Interest	69
33.21	Acknowledgement, Waiver	64

EXHIBITS

EXHIBIT A	-	Site Plan of Pier Retail/Restaurant Area
EXHIBIT B	-	Description of the Premises, Trade Name and Use of Premises
EXHIBIT C	-	Guaranty of Lease – N/A
EXHIBIT D	-	Estoppel Certificate
EXHIBIT E	-	Sign Criteria
EXHIBIT F	-	Pier Retail/Restaurant Area and Parking Rules and Regulations
EXHIBIT G	-	Rider to Lease – N/A
EXHIBIT H	-	Confirmation of Lease
EXHIBIT I	-	Tenant Improvements – N/A
EXHIBIT J	-	Memorandum of Lease

**REDONDO BEACH FISHERMAN'S WHARF
LEASE**

This Lease ("Lease") is made as of May 3, 2022, by and between the CITY OF REDONDO BEACH, a Chartered City and Municipal Corporation ("Landlord") and PHONG HOONG, AN INDIVIDUAL DBA MINI CHINESE RESTAURANT ("Tenant").

RECITALS

A. The State of California has granted to Landlord certain tidelands on the conditions that Landlord develop, improve and operate such lands as a harbor. Landlord has developed, improved and is currently operating the area commonly known as Redondo Beach Harbor (the "Harbor Area"), which includes tide and submerged lands and uplands. As part of the Harbor Area, Landlord has constructed a pier known as the Redondo Beach Pier (the "Pier") within the Harbor Area, and maintains the Pier for recreational uses.

B. Landlord, by assignment and assumption, and Tenant are parties to that certain Sub-Lease Agreement, dated as of April 1, 1985, for Tenant's lease of the Premises (the "Prior Lease"). The Premises (defined below) is located on the Pier. Tenant acknowledges that as a result of Tenant's past occupancy of the Premises and operation of its business thereon, it is thoroughly familiar with the condition of the Premises.

C. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, a certain portion of the Improvements on the Pier Retail/Restaurant Area described herein as the Premises upon and subject to the terms, provisions and conditions of this Lease. Landlord and Tenant desire for this Lease to supersede and replace the Prior Lease.

D. Landlord is planning to undertake a comprehensive revitalization of the Harbor Area, which may include the conveyance and/or redevelopment of the Pier. Landlord has disclosed to Tenant that Landlord may desire to terminate this Lease prior to the end of the Term in connection with Landlord's planned revitalization of the Harbor Area and Pier.

In consideration of the promises, conditions and covenants set forth herein, Landlord and Tenant hereby agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Lease, the following underlined terms shall have the meaning ascribed to them:

Additional Rent. All sums of money required to be paid pursuant to the terms of this Lease, including but not limited to the sums to be paid pursuant to Article 7, Article 8 and Section 18.2.

Assignment. Any (i) transfer, assignment, subletting, license, concession, change of ownership, mortgage or hypothecation of the Lease or of any portion of the Premises (as defined

below) by Tenant or (ii) if Tenant is a business entity other than a publicly traded corporation, the transfer, assignment or hypothecation of more than twenty-five percent (25%), in the aggregate, of the equity, securities or voting control of Tenant.

City. The City of Redondo Beach, a chartered city and municipal corporation.

CPI. The Consumer Price Index-All Consumers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau discontinue the publication of the Index, or publish the same less frequently or on a different schedule, or alter the same in some other manner including, but not limited to, changing the name of the Index or the geographic area covered by the index, Landlord and Tenant shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

Commencement Date. The Commencement Date shall be the Commencement Date in the Summary.

Common Area. All improved and unimproved areas within the exterior boundaries of the Pier Retail/Restaurant Area that are provided and designated by Landlord from time to time for the general and common use, benefit and/or convenience of Landlord and/or other tenants in the Pier Retail/Restaurant Area and/or their respective authorized representatives and invitees. The Common Area are those areas, facilities and equipment of the Pier Retail/Restaurant Area outside the Tenant Spaces and other premises for the exclusive use of Landlord or a tenant, and include without limitation, pedestrian walkways and patios, pier decking, landscaped areas, sidewalks, service corridors, public restrooms, stairways, non-structural portions of the roofs and exterior walls, plazas, malls, throughways, loading areas and parking areas. The common areas as they exist at the Commencement Date of this Lease are outlined in Exhibit A, which are depicted for the sake of conceptual reference only and not to establish exact locations or boundaries.

Common Area Expenses. All expenses incurred in connection with maintenance of the Common Areas including but not limited to all sums expended in connection with all general maintenance, repairs, resurfacing, painting, restripping, cleaning, sweeping and janitorial services; maintenance and repair of signs; sprinkler systems, planting and landscaping; lighting and other utilities; heating, ventilating and air conditioning costs and systems; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems; lighting systems, storm drainage systems and other utility systems; salaries and costs of workers' compensation insurance covering personnel to implement such services including, if Landlord deems necessary, the cost of security guards; real and personal property taxes and assessments on the Improvements and land comprising the Common Areas; any governmental imposition or surcharge imposed on and/or assessed against any portion of the Common Areas; depreciation, maintenance and operating costs of machinery and equipment used in connection with the Common Areas (if owned) and rental paid for such machinery and equipment (if rented); adequate public liability and property damage insurance on the Common Areas; fire and extended coverage insurance (and earthquake and other natural disaster coverage insurance if Landlord obtains and maintains such coverage); licensing fees; pest extermination; and amounts paid by Landlord as a result of personal injury or property damages, whether due to lack of insurance, deductible amounts or otherwise. In

addition, Common Area Expenses shall include an amount for accounting, bookkeeping and collection of the expenses associated with the Common Areas equal to ten percent (10%) of the total of the above expenses associated with Common Areas for each calendar year. Landlord may cause any or all services associated with the Common Areas to be provided by an independent contractor or contractors.

Should Landlord acquire or make available additional land not currently shown as part of the Pier Retail/Restaurant Area (as defined below), and make said land available for parking or other Common Area purposes, then Common Area Expenses shall also include all of the aforementioned expenses and costs incurred and paid in connection with said additional land.

Environmental Damages. All claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances and liens, and any other costs and expenses, resulting from the existence on or in, or release to the ground or air of Hazardous Materials in violation of or alleged to be in violation of the laws applicable thereto, including any attorneys' fees, disbursements, consultant's fees and other costs resulting from (a) investigation and defense of any alleged claim and (b) directive of any Governmental Agency, whether or not the claims or directives are groundless, false or fraudulent or ultimately defeated, and (c) any settlement or judgment.

Floor Area. All areas within the Pier Retail/Restaurant Area which are held for the exclusive use and occupancy by specific tenants of Landlord, measured from the exterior surface of exterior walls (and, in the case of openings, from extensions thereof), and from the center of interior partitions, including, but not limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas, and employee areas.

Governmental Agency. Any Federal, State, County or City authority having appropriate jurisdiction, any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof.

Gross Sales. The gross selling price (including finance charges) of all merchandise or services sold, leased, licensed, or delivered in or from the Premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, and whether made by store personnel or vending machines and all deposits not refunded to purchasers. Any transaction on an installment basis, including, without limitation, any "lay-away" sale, gift certificate or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. All sales originating and orders taken, from or at the Premises, whether the orders are made by telephone, mail or any electronic device even if the order is filled elsewhere, shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another location for collection, and although actual filling of the sale or service order or actual delivery of the merchandise may be made from a place other than the Premises. Gross Sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks, as well as all admission, entry and other fees of any nature or kind charged by Tenant, its agents,

sublessees, concessionaires or licensees. Gross Sales in credit card transactions shall include only the actual amount received by Tenant from the credit card issuer.

In addition, the term Gross Sales as used in this Lease shall not include the full retail price of California State Lottery tickets sold from the premises, but shall include the full amount of compensation and any incentive bonuses paid to and received by Tenant for such sales, as such compensation and bonuses are determined from time to time by the State Lottery Commission and Director under California Government Code §8880.51 and other applicable California laws.

Gross Sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

1. The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.

2. Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.

3. Sums and credits received in the settlement of claims for loss of or damage to merchandise.

4. The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.

5. Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

6. Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.

7. Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Guarantors. The Guarantors, if any, are set forth in the Summary attached hereto and made a part hereof.

Harbor Area. The area commonly known as Redondo Beach Harbor.

Hazardous Materials. (a) Any petroleum or petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which (i) pose a hazard to the Pier Retail/Restaurant Area or to persons on or about the Pier Retail/Restaurant Area or (ii) cause the Pier Retail/Restaurant Area to be in violation of any Hazardous Materials Laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which

contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response' Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; Sections 25115, 25117, 25122.7, 25140, 25281, 25316, and 25501 of the California Health and Safety Code; and Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Pier Retail/Restaurant Area or the owners and/or occupants of property adjacent to or surrounding the Pier Retail/Restaurant Area.

Impositions. The term "Impositions" shall mean all taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public Improvements or benefits, which shall be laid, assessed, levied, or imposed upon the Pier Retail/Restaurant Area and the Common Areas or any part thereof and which are payable at any time during the term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Landlord's reasonable administrative costs and any and all costs incurred by Landlord in contesting or negotiating the taxes with any governmental authority, except only franchise, estate, inheritance, succession, capital levy, transfer, income and excess profits taxes imposed upon Landlord.

Improvements. Structures, construction, alterations, additions and/or changes to the Pier Retail/Restaurant Area, the Common Areas or the Premises, as the context requires.

Landlord. City or any successor to or assignee of Landlord's interest in the Pier Retail/Restaurant Area.

Lease Year. For the first Lease Year, the period commencing on the Commencement Date and ending on the immediately next June 30th, whether in the same calendar year or the following calendar year, and thereafter, the period of 12 consecutive months commencing with each July 1st thereafter and ending on the following June 30th, the calendar year next following the Commencement Date except that the last Lease Year means the period commencing on January 1st of the year in which this Lease terminates or expires and ending on the date of such termination or expiration.

Lender. Any construction, interim or permanent lender, or any mortgagee, trustee or beneficiary under a mortgage or deed of trust to which the Premises, the Pier Retail/Restaurant Area, and/or any part thereof is subject pursuant to an agreement with Landlord.

Master Documents. This Lease shall be subordinate to the Tidelands Trust instruments and any master lease, pursuant to which Landlord owns its estate, and any other document reasonably deemed relevant by Landlord, all of which are on file with Landlord.

Maximum Lawful Rate of Interest. The maximum lawful rate of interest shall be 300 basis points (3%) above the prime rate of interest announced by the Bank of America at its San Francisco office as charged to corporate borrowers of the highest standing for short term unsecured obligations (but in no event in excess of the maximum rate of interest then permitted to be charged by California law).

Minimum Hours of Operation. The minimum hours of operation shall be 11:00 am through 8:00 pm during each day of the Months of May, June, July, August and September; and 11:00 am through 6:00 pm during each day for any other Month (subject to change as provided for below).

Minimum Monthly Rent. Minimum Monthly Rent as specified in the Summary, payable Monthly in advance as increased pursuant to the terms of Article 7.

Month or Monthly. A calendar month period within each Lease Year, except that with regard to payments that are to be made Monthly, the first Monthly period shall commence on the date the Term commences and the last Monthly period shall end on the date the Term expires or terminates.

Monthly Percentage Rent. The Monthly Percentage Rent is that percentage of the Gross Sales during each Month as set forth in the Summary.

Pier. The Redondo Beach Pier.

Pier Retail/Restaurant Area. The Improvements which are a part of the Redondo Beach Pier Area ("Pier Area") of the Redondo Harbor Properties and the Redondo Beach Harbor Enterprise, and which comprise the retail shops in the Pier Area. The Pier Retail/Restaurant Area, of which the Premises is a part, is located on the real property ("Property") located in Redondo Beach and further described in Exhibit A.

Premises. That portion of the Pier Retail/Restaurant Area known as the Tenant Space number referred to above in the Summary, which numbered Tenant Space is located as shown on Exhibit B. The Minimum Monthly Rent is not based on the actual square footage as may be found by more exact measurement, and deviation from the approximations of Floor Area used to describe the Tenant Space herein shall not cause a change in the Minimum Monthly Rent.

Principal Owner. Any person or entity which owns or has the power to vote at least twenty-five percent (25%) of the equity securities (whether stock, partnership interests or otherwise) of Tenant.

Prior Lease. The lease between Landlord and Tenant in effect prior to the Commencement Date of this Lease.

Reconstruction. The repair, reconstruction and restoration of the Premises following a casualty, as described in Article 17.

Removable Trade Fixtures. All personal property of Tenant not permanently affixed to the Premises, including but not limited to shelves, racks, signs, displays, counters and mirrors, which can be removed without damage to the Premises.

Security Deposit. The amount of the Security Deposit is set forth in the Summary, and is payable by Tenant to Landlord pursuant to Article 31.

Summary. The Summary is the Summary of Lease Provisions attached at the front of this Lease and made a part hereof.

Tenant. The Tenant is identified in the Summary and on the first page of this Lease.

Tenant's Estoppel Certificate. A written statement by Tenant, substantially in the form of Exhibit D, with respect to the Lease, as required by Section 25.5.

Tenant Spaces. Those certain spaces designed for the possession and occupancy of businesses and tenancies under lease from Landlord as depicted on Exhibit B.

Tenant's Monthly Expense Share. Tenant's Monthly Expense Share is set forth in the Summary.

Term. The term of this Lease is set forth in the Summary, commencing on the Commencement Date.

ARTICLE 2 EXHIBITS

The Summary set forth above and the following drawings and special provisions are attached hereto as Exhibits and are incorporated herein by this reference:

Exhibit A: General site plan of the Pier Retail/Restaurant Area.

Exhibit B: Authorized use of the Premises and Tenant's trade name.

Exhibit C: Guaranty of Lease

Exhibit D: Tenant's Estoppel Certificate.

Exhibit E: Sign Criteria.

Exhibit F: Rules and Regulations.

Exhibit G: Rider to Lease – NOT APPLICABLE.

Exhibit H: Confirmation of Lease

Exhibit I: Tenant Improvements – NOT APPLICABLE

Exhibit J: Memorandum of Lease

ARTICLE 3 PREMISES

3.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the Term, for the Monthly Rent, and upon the covenants and conditions set forth in this Lease. Prior to entering into this Lease, Tenant has made a thorough and independent examination of the Premises and all matters related to Tenant's decision to enter into this Lease. As the occupant of the Premises pursuant to the Prior Lease, Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meets Tenant's needs. Tenant agrees that Tenant shall accept the Premises "AS IS" in the condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances and governmental regulations and orders. Landlord shall have no responsibility for any work or Improvements which may be required to prepare the Premises for Tenant's use, or for any work in remodeling the Premises, unless specifically set forth on Exhibit I attached. Tenant acknowledges that neither Landlord nor any agent or representative of Landlord has made any representation as to the condition of the Premises, the suitability of the Premises for Tenant's intended use or the economic feasibility of the business Tenant intends to conduct. This Lease confers no rights of possession to Tenant to that portion of Pier Retail/Restaurant Area lying outside of the exterior walls, floor and roof of the Premises, the airspace more than seven (7) feet above the top of the roof of the building that is a part of the Premises, or to the Common Areas.

3.2 Agreements Affecting Lease. This Lease is subject to the Master Documents, which are hereby incorporated by reference. Upon written demand of Landlord, Tenant shall execute, acknowledge and deliver to Landlord for recording a subordination agreement whereby this Lease is subordinated to any of the Master Documents and any amendments thereto provided Tenants' rights under this Lease are not substantially or materially altered.

3.3 Landlord's Reservations.

3.3.1 Regarding the Pier Retail/Restaurant Area. Landlord may change the name of the Pier Retail/Restaurant Area. Tenant acknowledges that the Improvements shown in Exhibit A and the identity of any tenant shown thereon are subject to changes, alterations, additions and deletions as the Landlord may direct. Landlord may change the shape, size, location, number and extent of the Improvements on the site plan as shown on Exhibit A, and eliminate or add any Improvements to any portion of the Pier Retail/Restaurant Area. Landlord reserves to itself the use of the roof, exterior walls, and the equipment, machinery, connections, pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Pier Retail/Restaurant Area, all in a manner and in locations which will not unreasonably interfere with Tenant's use of the Premises. Tenant's consent shall not be required for the creation of any covenants, easements or rights of way which are created by or required by Landlord or by any governmental authority.

3.3.2 Regarding the Premises. Landlord shall not materially change the size or location of the Premises without Tenant's prior written consent, which shall not be unreasonably withheld, after the Commencement Date. Landlord reserves the right to enter the Premises for purposes of inspection and repairs as set forth in Section 16.5, for self-help as set forth herein, for the installation and maintenance of sprinkler equipment, and at all times in case of emergency.

3.3.3 Regarding the City as Regulator. Tenant acknowledges and agrees that neither this Lease nor any other agreement with City in its proprietary capacity as Landlord shall bind the City in its regulatory capacity and that nothing contained herein is an agreement of the City as a governmental body having regulatory jurisdiction of the Premises to issue or grant to Tenant any permit including building, land use, occupancy, and health permits. Tenant shall be required to apply for and obtain all permits including building and land use permits needed from the City in its governmental regulatory capacity, and to comply with all laws, ordinances, rules and regulations of City governing the construction, use and occupancy of the Premises. Tenant further acknowledges that Tenant shall not have the right to apply for building and land use permits without Landlord's written consent, which may be withheld in the sole discretion of Landlord.

ARTICLE 4 USE AND POSSESSION

4.1 Tenant's Business. Upon and after the Commencement Date Tenant shall use the Premises at all times for the sole purpose of conducting therein the business described and under the trade name as set forth in, Exhibit B, and for no other purpose or use and under no other trade name. Tenant shall not by any means or device, either directly or indirectly, violate the aforementioned restrictions on the use of the Premises.

4.2 Compliance with Agreements, Laws, etc; Rules and Regulations; Insurance Requirements.

4.2.1 Tenant shall not use or permit to be used the Premises or any part thereof for any purpose or use in violation of the Master Documents, this Lease or in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to any occupant of the Pier Retail/Restaurant Area or a public or private nuisance, including but not limited to the production of deleterious or offensive odors (which shall in all instances for purposes of this Lease include any and all food and cooking odors), or that will damage the reputation of the Pier Retail/Restaurant Area or any part thereof, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the premium rate of or make inoperative any policy or policies of insurance at any time carried on the property, buildings or Improvements on the Pier Retail/Restaurant Area or the Property or any part thereof.

4.2.2 Tenant shall not violate or permit the violation of, and at Tenant's cost and expense shall comply with or cause to be complied with, at all times during the term, all provisions of this Lease and the Master Documents affecting the Pier Retail/Restaurant Area and all laws, ordinances, rules, regulations and orders of all governmental authorities (including, without limitation, the Tidelands Trust) affecting the Pier Retail/Restaurant Area and the operation of any

business therein and, without limiting the generality of the foregoing, Tenant shall, at its cost and expense, procure all licenses, permits or other authorizations required in connection with any operation conducted in the Premises. Tenant shall pay for any and all changes to the remainder of the Pier Retail/Restaurant Area outside the Premises required or necessitated by or in any way due to this Lease and/or Tenant's required or permitted activities (including construction) hereunder.

4.3 Release. Tenant hereby releases Landlord from any liability for any loss or damage should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or impaired by reason of any zoning, law, ordinance or regulation of federal, state, county or municipal governments, or by reason of any act of legal or governmental or other public authority, including without limitation, ballot initiatives.

4.4 Use of the Premises. Tenant shall at all times and at Tenant's cost and expense during the term (and shall cause its occupants to, as appropriate):

(1) Maintain the Premises and all access areas thereto in good order, condition and repair, and provide such janitorial services as shall be necessary to keep all of the above continuously safe, neat, vermin free, clean, inviting and attractive; and that in regard thereof, Tenant acknowledges that the Premises, being an oceanfront facility, is subject to nuisances caused by birds in the form of roosting and deposit of their droppings, and agrees to take reasonable measures to prevent or reduce such roosting and other nuisances caused by the birds on the exterior and roof of the Premises and to keep the exterior of the Premises and its immediate area clean and free of such droppings;

(2) Store or stock in the Premises only such property as shall be reasonably required in connection with business being conducted in the Premises, and not use any portion of the Premises for storage or warehouse purposes beyond such needs; and except for incidental related office purposes, use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein;

(3) Store all trash and garbage in adequate closed containers located within the Premises so as not to be visible to members of the public patronizing the Pier Retail/Restaurant Area; maintain such containers in a neat and clean condition and in a manner which will not create or permit any health or fire hazard or any offensive odor; and arrange for the regular removal of trash and garbage. If Landlord shall furnish trash removal service, Tenant shall use such service and shall pay Landlord monthly for such service at the prevailing competitive rate for such service as billed by Landlord;

(4) Refrain from burning any papers, trash or garbage of any kind in, on or about the Premises;

(5) Refrain from overloading any floor in the Premises;

(6) Refrain from using any portion of the Premises as living quarters, sleeping apartments or lodging rooms;

(7) Refrain from using the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any toxic, hazardous, damaging or injurious substance therein;

(8) Refrain from distributing any handbills or other advertising matter in, on or about any part of the Premises, the Pier Retail/Restaurant Area, or nearby parking facilities, and shall not permit any parading, rallying, patrolling, picketing, demonstrating, hawking, sign waving, or any similar type of conduct within the Premises or the Pier Retail/Restaurant Area;

(9) Use best efforts to cause all trucks servicing the Premises to be loaded and unloaded in those areas and during those hours specified by Landlord;

(10) Provide the proper number and types of fire extinguishers for the Premises as required by the most stringent applicable laws or insurance requirements of either Landlord or Tenant; and,

(11) Keep the Premises suitably lighted during such hours as Landlord may reasonably require, including periods in addition to the business hours of Tenant if in the opinion of Landlord such lighting is reasonably necessary or desirable.

4.5 Prohibited Uses. Tenant shall not, and shall not allow any occupant of the Premises to:

(1) Conduct any going-out-of-business, fire, bankruptcy, auction or other distress sale in, on or about the Premises, or sell any used or re-conditioned merchandise or items;

(2) Use any sidewalks, walkways or areaways of the Pier Retail/Restaurant Area for any purpose other than the passage of pedestrians. Tenant shall conduct its business entirely within the Premises;

(3) Place any fence, structure, building, improvement, division, rail, sign, advertising, display, device or obstruction of any type or kind upon the Common Area or the Pier Retail/Restaurant Area or any part thereof, or upon any vestibule, entrance or return to the Premises, except as may be approved in writing by Landlord;

(4) Park, operate, load or unload any truck or other delivery vehicle at the Pier Retail/Restaurant Area or the Property, other than that portion from time to time designated by Landlord, or use any portion of Landlord's loading docks and related facilities other than such portions thereof and during such times as Landlord may designate in its sole and absolute discretion;

(5) Keep live animals of any kind in, on or about the Premises;

(6) Install, use or permit to be used in, on or about the Premises or the Pier Retail/Restaurant Area any advertising medium, paging system, or other sound, light, or sensory device which may be seen, heard or experienced outside the Premises, such as, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, pianos, organs, jukeboxes or radio or television broadcasts, or, unless expressly allowed elsewhere in this Lease, permit any live music or entertainment at any time;

(7) Maintain or permit to be maintained in, on or about the Premises, pinball, mechanical or electronic games of any nature, or any vending, coin or credit card operated machines of any nature (except for any vending machines for food, candy, beverages and other similar items which are located only in areas not generally accessible to patrons and are solely for use by employees of the business(s) being conducted in the Premises);

(8) Use any portion of the Premises for (i) the sale of drugs, including without limitation medical marijuana, (ii) a drug treatment clinic, (iii) a liquor store, (iv) a bar dispensing liquor or alcoholic products which is not an incidental part of a restaurant, except as expressly permitted elsewhere in this Lease, or (v) the sale, distribution, display or offer for sale any item which in Landlord's good faith judgment (which judgment may include consideration of the fact that the Landlord is the City), is inconsistent with the quality of the operation of the Pier Retail/Restaurant Area intended for general and family-oriented patronage or which may tend to injure or detract from the moral character or image of the Pier Retail/Restaurant Area, or which may otherwise violate the local community's sense of decorum, as may be determined by Landlord in its sole discretion. Without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale any paraphernalia used in connection with any illegal drugs or any pornographic, lewd or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4.6 Safety Requirements. Tenant's occupancy and rights hereunder shall be subject to the following:

(1) All fire protection systems servicing the Premises and the Pier Retail/Restaurant Area, including, without limitation, any central station or remote station alarm systems, risers, sprinkler system, sprinkler control and fire protection water supply and related valves and fire pumps, shall be subject to Landlord's direct control and supervision, but without any obligation on Landlord to exercise such control and/or supervision.

(2) It shall be the responsibility of Landlord to keep any sprinklers in service at all times and to maintain any sprinkler equipment within the Premises in good order and repair so as to satisfy a "highly protected risk" rating with Landlord's fire insurance carrier, and any impairments to the sprinkler system within the Premises shall be reported immediately by Tenant to Landlord. In the event that it is necessary that any automatic sprinkler system be out of service, Tenant shall provide a fire watch in the affected areas of the building to meet both Landlord's and Code requirements.

(3) Tenant shall provide and maintain portable fire extinguishers throughout the Premises on the basis of at least one 2A-20BC rated extinguisher for each 3,000 sq. ft. or portion thereof. Said extinguishers must be mounted along normal paths of travel and securely hung in conspicuous locations. Said extinguishers must be placed so that travel distance to an extinguisher from any portion of the Premises does not exceed 75 feet.

(4) Tenant shall not introduce any hazardous occupancy or operation into the Premises for which the fire protection equipment therein is not designed. No operation may be conducted in the Pier Retail/Restaurant Area which involves the use or storage of flammable liquids, aerosols or gas, and such use or storage in the Premises is prohibited, except and only as may be otherwise provided in this Lease for cooking facilities.

(5) Tenant shall observe and comply with all requirements specified by Landlord's fire insurance carrier for a "highly protected risk" rating in respect of the Premises and Tenant's use of the same and its operations therein.

(6) If any cooking facility is operated in the Premises, Tenant shall comply with the special hazard protection requirements in the latest edition of NFPA Standard 96, including, without limitation:

(i) properly constructed and arranged ventilation hoods and ducts for all cooking equipment;

(ii) a fixed pipe automatic dry chemical or carbon dioxide extinguishing system (or approved equivalent) protecting the cooking surface, ventilation hood and ductwork of all cooking appliances producing grease-laden vapors;

(iii) the extinguishing system must be interconnected with the fuel supply for the cooking equipment so that actuation of the extinguishing system causes automatic shut-off of the fuel supply to the equipment.

4.7 Compliance with Law. Tenant covenants and agrees not to violate or permit the violation of, and at its expense shall comply or cause to be complied with all present and future applicable building, subdivision, zoning, off-street parking, environmental protection or any other land use or other laws, ordinances, rules, regulations or orders of any and all governmental authorities regulating the conduct of or having jurisdiction over the use and occupancy of the Pier Retail/Restaurant Area (including the Premises) and, without limiting the generality of the foregoing, Tenant shall, at its expense, procure all licenses, permits or other authorizations required in order to lawfully and properly use, as a portion of the Pier Retail/Restaurant Area, the Premises in the manner required and contemplated by this Lease. Tenant shall be responsible, at Tenant's expense, for making any modifications to the Premises or accommodations as may be required pursuant to the Americans with Disabilities Act and any other applicable accessibility laws.

4.8 Rules and Regulations. Tenant and Tenant's agents, employees, licensees, concessionaires, subtenants and invitees shall observe faithfully and comply with any reasonable

rules and regulations governing the Pier Retail/Restaurant Area as may from time to time be established in the Pier Retail/Restaurant Area and Parking Rules and Regulations in Exhibit F and modified by Landlord. Such rules and regulations may apply, but need not be limited to, Minimum Hours of Operation, safety regulations, matters relating to security, schedule for lighting of display windows and signs and the use of Common Areas. Such rules and regulations shall be binding upon Tenant when posted in the management office of the Pier Retail/Restaurant Area or upon delivery of a copy thereof to Tenant.

4.9 Food Service Use. Any material changes in the quality or general theme of any restaurant originally approved by Landlord in the Premises shall be subject to Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. Tenant agrees to maintain the highest standards in the quality and preparation of all food items, maintenance and cleanliness of the Premises, including, without limitation, the following:

(a) Tenant shall use its best efforts to maintain an "A" rating (or such similar first-class standard) set forth from time to time in applicable health department or other applicable governmental guidelines. Tenant's failure to maintain such first-class rating more than three (3) times in any twenty-four (24) month period during the Lease Term shall, at Landlord's election, constitute a material default by Tenant hereunder; provided, however, that Tenant shall not be in default under this section so long as Tenant contests any such rating in good faith within thirty (30) days after Tenant's receipt of notice that its rating has been lowered and concurrently therewith provides to Landlord written evidence that Tenant is diligently pursuing the resolution of such contest and thereafter resolves such contest within sixty (60) days.

(b) Tenant shall not permit the accumulation of any refuse and shall be solely responsible, at Tenant's sole cost and expense, for the removal of all trash and garbage from the Premises not less than seven (7) days per week to trash receptacles provided by Landlord pursuant to such procedures as Landlord may designate from time to time. Pending such removal, all such trash shall be kept in odor-proof, vermin-proof sealed containers out of public view and in compliance with all applicable laws.

(c) Tenant shall, at its sole cost and expense, at all times during the Term, provide necessary exhaust fans and systems, ductwork and venting and use its best efforts to ensure that all smoke, odors, vapors and steam are properly exhausted from the Premises. Such systems shall be installed pursuant to plans approved by Landlord, which systems shall prevent the discharge of smoke, odors, vapors and steam into the Common Areas of the Premises and the premises of other tenants. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant's ordinary and customary odors alone which are consistent with Tenant's permitted restaurant use shall not constitute a violation of this section. Tenant's exhaust and venting systems shall include fire prevention and/or extinguishment facilities or systems as may be required from time to time by applicable law or by Landlord in connection with Tenant's use at the Premises. All such systems shall be maintained by Tenant at Tenant's sole cost and expense in good working order and condition and in accordance with all applicable laws. Tenant shall regularly and adequately clean and maintain, or provide a contract for such cleaning and maintenance of, all such exhaust and venting systems serving the Premises, whether located within or outside the Premises in compliance with Landlord's standards and requirements for such cleaning and maintenance.

Tenant shall provide to Landlord, upon Landlord's request, reasonable proof of such cleaning and maintenance program.

(d) Tenant shall use its best efforts to keep the Premises free from insects, rodents and all vermin. Without limiting the generality of the foregoing, Tenant shall, at Tenant's sole cost and expense, engage professional, reputable exterminators reasonably approved by Landlord to service the Premises, including, without limitation, all food preparation and food storage areas, on a monthly basis (or at such greater frequency as Landlord may require) and to the extent necessary to safely keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from infesting the premises of other tenants or the Common Areas of the Premises. Tenant shall, upon Landlord's request, provide reasonable proof that Tenant is causing such extermination to be performed regularly at the Premises.

(e) Tenant shall, at Tenant's sole cost and expense at all times during the Lease Term, provide the necessary piping, connections, traps, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable laws, codes and ordinances. Such facilities shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises, the premises of other tenants or into the Common Areas of the Premises. Tenant shall not dispose of, nor permit to be disposed, any materials which tend to cause clogging or blockage of pipes and drains. Tenant shall regularly and adequately clean, or provide for the cleaning of, all grease traps, catch basins, plumbing waste lines and similar facilities serving the Premises. Tenant shall, upon Landlord's request, provide adequate proof that Tenant is causing such drainage cleaning to be performed regularly at the Premises.

(f) If alcoholic beverages are to be served at the Premises, Tenant shall obtain and maintain all required liquor licenses at all times during the Term. Tenant shall comply with all applicable alcoholic beverage control laws. Tenant shall not sell or serve alcoholic beverages intended for consumption outside of the Premises and shall use its best efforts to ensure that Tenant's customers do not carry such beverages outside of the Premises.

ARTICLE 5 TERM

5.1 Term. The Term for the period stated in the Summary shall commence on the Commencement Date. If the Commencement Date occurs on a day other than the first day of a Month, the Initial Term shall commence on the Commencement Date and shall continue from the first day of the calendar month next following the Commencement Date for the period of years set forth above.

5.2 Early Termination. Landlord may terminate the Term at any time after the initial twelve months of the Term, in Landlord's sole and absolute discretion, with or without cause, by giving Tenant written notice at least six months prior to the intended termination date. If Landlord delivers such notice of termination to Tenant, then this Lease shall terminate on the date set forth in the termination notice. Upon receipt of Landlord's notice of termination, Tenant may in its sole and absolute discretion give notice to Landlord of Tenant's election to terminate the Term 90 days

after its receipt of Landlord's termination notice, and in such event the date of termination shall be 90 days after Tenant's receipt of Landlord's termination notice. Tenant acknowledges that Landlord may desire to terminate this Lease to facilitate Landlord's plans for the revitalization of the Pier and Harbor Area, and that Tenant is not entitled to relocation benefits therefore as set forth in Section 5.3 hereof. Upon the termination of the Term of this Lease, the parties shall have no further obligations under this Lease, except as to those obligations that expressly survive the termination of this Lease.

5.3 No Relocation Assistance. Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, *et seq.* Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, whether as a result of the expiration of the Term, Landlord's termination of the Lease pursuant to Section 5.2 hereof, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

ARTICLE 6 HOLDING OVER

If Tenant holds over or remains in possession of the Premises with or without the consent of Landlord after the expiration of the Term, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable; provided, however, the Minimum Monthly Rent payable during the period of such holding over shall be two hundred percent (200%) of the rent payable immediately preceding the expiration of the Term. If Tenant fails to surrender the Premises in a timely manner upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any proposed new tenant founded on such failure.

ARTICLE 7 RENT

Tenant shall pay Landlord without prior demand, deduction, set-off, counterclaim or offset during the Term the rent provided in this Article. All payments to be made under the terms of this Lease shall be in lawful money of the United States of America.

7.1 Minimum Monthly Rent. Tenant agrees to pay the Minimum Monthly Rent, in advance, on the first day of each calendar month, commencing on the Commencement Date, for the use and occupancy of the Premises. Should the Commencement Date be on a day other than the first day of a Month, then the rental for such fractional month shall be computed on a daily

basis for the period from the Commencement Date to the end of such calendar month in an amount equal to 1/30 of said Minimum Monthly Rent for each day in such period and shall be due on the Commencement Date.

7.2 Payment of Tenant's Monthly Expense Share. Tenant shall pay Monthly to Landlord, as Additional Rent in addition to all other rental payable pursuant to this Article 7, Tenant's Monthly Expense Share. Tenant's Monthly Expense Share shall be due and payable at the same time that the Minimum Monthly Rent is due and payable. Tenant acknowledges that all businesses within the Pier Retail/Restaurant Area are currently assessed under the Fisherman's Wharf Sanitation District ("Sanitation District") for operational service fees provided by the City. Said fees are levied and assessed as set forth by ordinance and resolution of Landlord's City Council and may be adjusted from time to time. Tenant agrees to pay the annual assessment levied on the Premises by the Sanitation District. One-twelfth of the assessment levied annually upon Tenant at the Premises by the Sanitation District shall be credited (the "Sanitation District Credit") to each of Tenant's Monthly Expense Share for each month during the Lease Year for which the assessment and levy pertains; provided that Tenant delivers a true copy of the notice of assessment and levy to Landlord within 30 days that Tenant receives such notice of assessment and levy. No Sanitation District Credit shall be given on account of penalties, interest or costs of collection arising from non-payment of the assessment. In the event the Fisherman's Wharf Sanitation District is dissolved or altered in any manner, including to assess only leaseholders, Tenant agrees that the Sanitation District Credit shall cease and no longer be credited against Tenant's Monthly Expense Share, and that the full amount of the Tenant's Monthly Expense Share shall be due and payable without credit or offset.

7.3 Adjustment to Minimum Monthly Rent. On the third anniversary of the Commencement Date, the Minimum Monthly Rent shall be adjusted to an amount equal to 80% of the average total monthly rent, including without limitation percentage and minimum rent, payable to Landlord during the previous (three-year) period, provided it shall never be decreased. If such a formula does not yield an increase in Minimum Monthly Rent equal to or greater than the CPI increase for such a period, then Minimum Monthly Rent shall be adjusted by the increase in the CPI over such period, but in no event decreased, as provided in this Section. For purposes of these CPI increase adjustments, the "Base Month" shall be the Month which is two Months before the Commencement Date, and the adjustment Month shall be the next Month immediately following the third anniversary of the Base Month. The increase shall be calculated by multiplying the Minimum Monthly Rent by a fraction in which the numerator is the CPI for the adjustment Month and the denominator is the CPI for the base Month, and the Minimum Monthly Rent shall be increased to that sum. If the CPI is amended or discontinued, Tenant agrees that Landlord shall have the right to designate a substitute index to be used which will assure that substantially the same results will be obtained hereunder as if the CPI had remained in effect throughout the Term.

7.4 Monthly Percentage Rent. In addition to Minimum Monthly Rent and other sums specified herein, Tenant agrees to pay to Landlord on the 10th day of each Month, Monthly Percentage Rent for the immediately preceding Month without any prior demand and without any offset or deduction whatsoever; except that Tenant shall be liable for Monthly Percentage Rent only to the extent by which the amount the Monthly Percentage Rent for the immediately preceding

Month exceeds the Minimum Monthly Rent paid to Landlord by Tenant for the same immediately preceding Month.

7.4.1 Default Monthly Percentage Rent. In the event Tenant shall fail to timely submit a Monthly Statement, as provided for below in section 7.4.4, the Monthly Percentage Rent due on the date that the Monthly Statement for such Month is required to be submitted to Landlord shall be the "Default Monthly Percentage Rent", which is the higher of (i) the highest Monthly Percentage Rent previously reported on a Monthly Statement or (ii) 110% of the then current Minimum Monthly Rent applicable to the Month for which the Monthly Percentage Rent is due. In the event that the Monthly Percentage Rent to be due was later determined from the relevant Monthly Statement in accordance with section 7.4.4 to be greater than the Default Monthly Percentage Rent, Tenant shall immediately pay the amount of the deficiency to Landlord, together with interest thereon from the date the Monthly Percentage Rent was otherwise due. Nothing contained herein shall be construed (i) to allow Tenant to fail or refuse to faithfully account for Gross Sales, to submit Monthly Statements or to pay Monthly Percentage Rent as otherwise provided for herein, or (ii) as a waiver of the rights of Landlord to otherwise receive faithful accountings and Monthly Statements from Tenant and to conduct audits concerning such rights. The Monthly Percentage Rent for any Month shall be the greater of (i) the Default Monthly Percentage Rent and (ii) the Monthly Percentage Rent determined by a timely submitted Monthly Statement. Tenant shall not be entitled to a credit or repayment if the Default Monthly Percentage Rent is later determined by the relevant Monthly Statement to be greater than the Monthly Percentage Rent.

7.4.2 Calculation and Adjustment of Monthly Percentage Rent Payments. The amount of the Monthly Percentage Rent due and payable for the immediately preceding Month shall be calculated by applying the percentage of Gross Sales specified as Monthly Percentage Rent in the Summary to Gross Sales in the Monthly Statement to be submitted to Landlord as required below and deducting therefrom the payment (if any) of Minimum Monthly Rent made by Tenant for the same Month. The calculation of Minimum Percentage Rent shall be made in writing by Tenant and submitted to Landlord together with the payment of the Monthly Percentage Rent to which it applies. The accuracy of such calculation and of the Monthly Statement shall not be binding on Landlord. For the purpose of computing the Monthly Percentage Rental due, sales made during the first fractional Month in which Monthly Percentage Rent commences shall be added to the sales made during the first full calendar Month and Tenant shall pay to Landlord the amount by which the amount so computed as a percentage of Gross Sales of Tenant during this entire period exceeds the Monthly installments of Minimum Monthly Rent which are paid by Tenant during said period. The amount by which the Minimum Monthly Rent paid for any Month exceeds the Monthly Percentage Rent for that same Month shall not be credited against the Minimum Monthly Rent or Monthly Percentage Rent for any other Month and there shall not be an adjustment on an annual basis of the aggregate Monthly Percentage Rent due during a Lease Year.

7.4.3 Record Keeping. Tenant shall record at time of sale, in the presence of the customer, all receipts from sales or other transactions, whether cash or credit, in a cash register(s), which shall provide a cumulative total and which shall number consecutive purchases. Tenant shall keep and maintain (i) all such cash register receipts with regard to the Gross, net sales, credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross

Sales of any subtenant, licensee or concessionaire), (ii) detailed original records of any exclusions or deductions from Gross Sales (including any exclusions or deductions from Gross Sales of any subtenant, licensee or concessionaire) and (iii) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied. Such books, receipts and records shall be kept for a period of three (3) years after the close of each Lease Year, and shall be available for inspection and audit by Landlord and/or its representatives at the Premises at all times during regular business hours. In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's State and Local Sales and Use Tax Returns and Tenant waives any right of confidentiality which Tenant may claim to have for such Returns.

7.4.4 Monthly and Annual Statements. Tenant shall furnish to Landlord a written statement ("Monthly Statement") of Gross Sales for each Month not later than 10 days after the end of such Month. Tenant shall also furnish an annual written statement ("Annual Statement"), including a Monthly breakdown of Gross Sales during each Lease Year, within 45 days after the close of each Lease Year. Such Monthly Statements and Annual Statement shall be signed and certified to be true and correct by Tenant if Tenant is composed of individuals, or by the chief financial officer of Tenant, if Tenant is a corporation. The receipt by Landlord of any Monthly or Annual Statement or any payment of Monthly Percentage Rental for any period shall not bind it as to the correctness of the Monthly Statement or the Annual Statement, or the correctness of any payment. Any information gained by Landlord from such Statements, or any audit or inspection shall be confidential to the extent that Tenant maintains such information as secret and confidential and so informs Landlord, and shall not be disclosed by Landlord other than to carry out the purposes of this Section, with the exception of the following: Landlord shall be permitted to divulge the contents of any such Statements in connection with any financing arrangements, ground leases, or assignments of Landlord's interest in the Premises, in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information or when Landlord (as a public agency) is required by law to divulge such information.

7.4.5 Right to Inspect and Audit. Landlord shall, within five (5) years after the receipt of the Annual Statement for a Lease Year, be entitled to inspect and audit, and to make and retain copies of, Tenant's books, records and accounts relevant to the determination of Gross Sales and the cost of sales (including the Gross Sales and cost of sales of any subtenant, licensee or concessionaire) for all Months during the period subject to audit. Such audit shall be conducted either by Landlord or by an auditor designated by Landlord during normal business hours at Tenant's principal place of business. If it is determined as a result of such audit that there has been a deficiency in the payment of any Monthly Percentage Rental, then such deficiency shall immediately become due and payable, together with interest at the Maximum Lawful Rate from the date when said payment should have been made. In addition, if any of Tenant's Monthly Statements under review by Landlord is found to have understated Gross Sales for any Month by more than two percent (2%), and if Landlord is entitled to any additional Monthly Percentage Rental for that Month as a result of said understatement, then Tenant shall pay to Landlord all reasonable costs and expenses (including, but not limited to: accounting, bookkeepers and auditors fees; attorneys' fees; costs allocable to salaries and benefits of Landlord's employees; copying, reproduction and printing costs; and litigation and court costs) which may be incurred or suffered by Landlord in determining the understatement or collecting the underpayment. If Tenant's

statement shall be found to have understated Gross Sales for any Month by more than 6%, then, in addition to Landlord's aforesaid rights, Landlord may, at its sole option, terminate this Lease at any time thereafter upon notice to Tenant.

7.5 Additional Rent. Tenant shall pay all Additional Rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Monthly Rent thereafter falling due. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or to limit any other remedy of Landlord.

7.6 Failure to Pay Items Required Under Article 7. If Tenant fails to pay any Minimum Monthly Rent, Monthly Percentage Rent, Default Monthly Percentage Rent or any Additional Rent when the same is due and payable, such unpaid amounts shall bear interest at the Maximum Lawful Rate from the date due until the date of receipt by Landlord of such payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Minimum Monthly Rent (and/or late payment of other obligations hereunder) will cause Landlord to incur certain internal administrative costs and expenses not otherwise provided for under this Lease, and that the exact amount of such costs is extremely difficult or impractical to fix. Such costs and expenses will include but are not limited to internal administrative processing, accounting and review. Therefore, if any such payment is not received by Landlord from Tenant in good funds by the 10th day after the date on which such payment is due, Tenant shall immediately pay to Landlord a late charge equal to the greater of 5% of such payment or \$100. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its internal administrative loss suffered because of nonpayment or untimely payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment or untimely payment by Tenant, and shall not prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

7.7 Application of Payments. Landlord may at its option, apply any payments received from Tenant, to any Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which is then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any payment received from Tenant shall be applied first to the Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which has been overdue for the longest period of time.

7.8 Address for Payments. All rental and other payments shall be paid by Tenant to Landlord at Landlord's address as shown in the Summary, or at such other place as may occasionally be designated by Landlord in writing.

ARTICLE 8 UTILITIES

Tenant shall, during the entire Term, (i) arrange for and pay any and all initial utility deposits and fees, connection and metering costs, and (ii) all monthly service charges for electricity, gas, water, telephone and any other utility services, except for sewage, furnished to the Premises and the Improvements thereon. Landlord shall not be liable for any loss or damage resulting from an interruption of any of the above services.

8.1 Indemnification. Tenant shall defend, indemnify and save Landlord harmless against any liability or charges on account of any utility services. In case any utility charges are not paid by Tenant when due, Landlord may pay the utility charges to the utility company or department furnishing the utility service, and any amounts so paid by Landlord shall be paid by Tenant to Landlord immediately upon demand by Landlord, as Additional Rent.

8.2 Utility Charges. If a submeter is installed for any utilities, Tenant shall pay Landlord monthly for the utility services so submetered at the same rates which Tenant would pay to the utility company supplying such utility service if such service were supplied by direct meter. If the furnishing of any service by Landlord should be determined to be a public utility service and rates therefor should be fixed or approved by any public authority having jurisdiction, then such rates for any such service shall supersede the provisions of this Lease with respect to the determination of the charges to be paid by Tenant for such service. Landlord may at its option, install separate utility meters at Tenant's expense.

8.3 No Overloading. Tenant shall not have the right to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities without Landlord's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, upon demand, the cost of providing such additional utility facilities and all related expenses of any kind. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems.

8.4 Discontinuance. Landlord reserves the right to cut off and discontinue furnishing any heating, ventilation, air conditioning or other utility services furnished or submetered by Landlord at any time after an event of default under this Lease by Tenant. Landlord shall not be liable for any damages resulting from or arising out of such discontinuance of utility services, and such discontinuance shall not constitute a termination of this Lease or an eviction of Tenant. Tenant hereby releases Landlord from any loss, damage or liability sustained by Tenant as a result of such discontinuance.

8.5 Additional Utility Programs. If Landlord now or hereafter elects to provide any type of utility or alarm services to all or a substantial part of the Pier Retail/Restaurant Area, then Tenant shall, upon Landlord's request, participate in the program and pay to Landlord the reasonable cost of installing and providing the services to Tenant. The utility or alarm services which Landlord may provide include, but are not limited to, electricity for lighting, heating and air conditioning, fire, smoke or security alarm systems, telephone systems and/or any other technological advances which may provide a benefit to the tenants or patrons of the Pier Retail/Restaurant Area. If Landlord provides any of such utility or alarm systems, Landlord may also establish a reasonable program, through rules and regulations, for the monitoring of such systems, determining the usage by each Occupant, establishing standards, requirements and limitations on usage, record keeping, construction and maintenance.

8.6 Utility Service by Landlord. If any utilities are provided in whole, or in part, by Landlord, Tenant shall promptly pay to Landlord as Additional Rent Tenant's share of the charges paid by Landlord for the utilities servicing the Premises or the Common Areas during the Term. From and after the Commencement Date, Tenant shall pay to Landlord an amount estimated by Landlord to be the monthly sum payable hereunder by Tenant for such services. Landlord may adjust the monthly estimated sum at the end of each calendar quarter, based on Landlord's experience and reasonably anticipated costs. Within 60 days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the previous year showing the total of said utility expenses payable by Tenant for said year and the payments actually made by Tenant with respect to such period as set forth above. If the sums payable for such utility expenses exceed Tenant's prior payments, Tenant shall pay Landlord the deficiency within 10 days after receipt of such statement. If said payments exceed the sums payable for such expenses, Tenant shall be entitled to offset such excess against payments which next become due to Landlord as set forth above. Tenant shall pay its pro rata share of the utilities expense, which shall be an amount equal to the utilities expense on the Pier Retail/Restaurant Area multiplied by a fraction the numerator of which shall be the floor area of the Premises as determined by Landlord (and as indicated on the cover sheets hereto) and the denominator of which shall be the floor area of all areas available for exclusive use and occupancy by tenants of the Pier Retail/Restaurant Area, whether or not such areas are actually occupied and open for business.

ARTICLE 9 INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION

9.1 Indemnity. To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord and its respective officers, employees, elected and appointed officials and volunteers from and against any and all claims, damages, liabilities, losses, Environmental Damages, judgments, lawsuits, causes of action, obligations, penalties, costs, charges and expenses, including without limitation, attorneys' fees and costs and expert witness fees, caused in whole or in part by any intentional, reckless or negligent act or omission of Tenant, any Tenant assignee, licensee, sublessee, or 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 of its obligations contained in this Lease, or its failure to comply with any law, and which may be imposed or incurred or asserted (whether real or claimed) against Landlord or its respective officers, employees, elected and appointed officials, contractors, and volunteers by reason of the occurrences listed below during the Term of this Lease. This indemnification obligation shall survive this Lease and shall not be limited by any term of any insurance policy required under this Lease.

(a) Any use, non-use, possession, occupation, condition, operation, conduct of business, maintenance or management of the Premises, or from any activity, work, or other things done, permitted or suffered by Tenant, its agents, contractors, servants, employees or invitees, in or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(b) Any negligence or wrongful act on the part of Tenant or any of its agents, contractors, servants, employees, sublessees, operators, licensees or invitees;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(d) Any failure on the part of Tenant to maintain, repair, restore or construct the Premises as provided in this Lease, or any failure to perform or comply with any of the other terms, provisions, covenants and conditions contained in this Lease on its part to be performed or complied with; and

(e) All liens, claims and demands arising out of the construction, alteration, repair, restoration or work of improvement on or about the Premises by or on behalf of Tenant or its facilities.

Tenant agrees to give prompt notice to Landlord in case of casualty or accidents in the Premises, or in the case of any incident or omission upon which a claim could be made. In case any action or proceeding is brought against Landlord or its officers, agents and employees by reason of any such claim, Tenant, upon written notice from Landlord, shall at Tenant's expense, resist or defend such action or proceeding by counsel reasonably approved by Landlord in writing. This obligation to indemnify shall include without limitation reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. Notwithstanding the foregoing, Landlord or its officers, agents and employees shall not be entitled to indemnity under the foregoing provision for any claim arising from the willful misconduct or gross negligence of Landlord, its officers, agents and employees.

9.2 Release. Landlord or its agents shall not be liable for interference with the light, air, access to, or for any latent defect in the Premises. Landlord shall not be liable for and Tenant hereby releases Landlord from any loss, damage or liability of any kind, for any injury to or death of persons, for Environmental Damages or for damage to property of Tenant or any other person from any cause whatsoever occurring from and after the Commencement Date by reason of the use, construction, occupancy and enjoyment of the Premises or the Pier Retail/Restaurant Area by Tenant or any person thereon or holding under Tenant, or for any matter for which Tenant indemnifies Landlord. The damages for which Landlord is released include, but are not limited to, damages resulting from (i) any labor dispute, (ii) fire, smoke, explosion, noxious odors, the presence of Hazardous Materials, falling plaster or other building materials, steam, gas, electricity, or other nuisance, (iii) water, dampness, wave action or rain which may leak from or to any part of the Premises or its roof, (iv) failure or rupture of the pipes, appliances, systems, equipment or plumbing works in the Premises or the Pier Retail/Restaurant Area and (v) interruption in utility service. Landlord shall in no event be liable to Tenant or anyone claiming by, under or through Tenant for any loss, damage or liability resulting from the acts or omissions of other Tenants or users of the Pier Retail/Restaurant Area or by any other third person who was not acting under the direction and control of Landlord.

9.3 Waiver of Subrogation. Tenant hereby waives any rights Tenant may have against Landlord on account of any loss or damage occasioned to Tenant, or Tenant's property, arising from any risk generally covered by fire and extended coverage insurance. Tenant's insurance

coverages shall be endorsed to state that all insurers waive any rights of subrogation it may have against the City of Redondo Beach, its officers, elected and appointed officials, contractors, employees, and volunteers.

9.4 Insurance Provided by Tenant. From and after delivery of possession of the Premises, Tenant shall carry and maintain, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and, in the forms, provided below:

9.4.1 Comprehensive General Liability. Comprehensive General Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have limits of not less than \$2,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence, or a combined single limit of at least \$3,000,000 may be provided in lieu of split limits. These limits shall apply to this location only. The insurance coverage required under this Section shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, personal injury liability, broad form property damage liability and contractual liability, which shall extend to liability of Tenant arising out of the indemnities provided in Section 9.1. General Liability coverage can be provided in the form of an endorsement to Tenant's insurance, or as a separate policy. If required by Landlord from time to time, Tenant shall increase the limits of its comprehensive general liability insurance to reasonable amounts customary for tenants in like Pier Retail/Restaurant Areas. Coverage must be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

9.4.2 Plate Glass. Insurance covering all plate glass on the Premises. Tenant shall have the option to (i) insure the risk, (ii) post a bond for replacement of any damaged plate glass, or (iii) pay for the immediate replacement of all plate glass if and when any damage occurs.

9.4.3 Boiler and Machinery. Boiler and machinery insurance on all air conditioning equipment and systems exclusively serving the Premises and all electrical facilities and equipment located in the Premises. If said equipment and systems, and the damage that may be caused by them or result from them, are not covered by Tenant's extended coverage insurance, then the insurance specified in this subsection shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000). If Tenant requires boilers or other pressure vessels to serve the Premises they shall also be insured in the amount required by this subsection.

9.4.4 Direct Property Damage. All Risk Physical Damage Insurance covering Tenant's trade fixtures, merchandise and personal property from time to time in, on or about the Premises, and all leasehold Improvements to the Premises which Tenant is required to maintain pursuant to Section 16.1, specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises provided that Tenant shall have the option to self insure the plate glass. Such insurance (i) shall be written on a replacement cost basis in an amount equal to at least ninety percent (90%) of the replacement cost of the insured property; and (ii) shall provide protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage

from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler leakage, vandalism, malicious mischief, and, if obtainable at commercially reasonable rates, also earthquake, flood and other natural disaster insurance. Tenant's obligations to provide insurance pursuant to this Section shall apply to all Improvements and fixtures, notwithstanding that some or all of such Improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.

9.4.5 Workers Compensation. Statutory workers compensation insurance (including occupational disease insurance) as may be from time to time required by the laws of the State of California.

9.4.6 Employer's Liability. Employer's liability insurance with a per occurrence limit of not less than \$1,000,000 per accident for bodily injury or disease or such greater amount as is customary for similar employers in the trade area.

9.4.7 Liquor Liability. If, with the consent of Landlord, alcoholic beverages are to be dispensed in the Premises, liquor liability insurance which includes loss of means of support coverage with limits of not less than those set forth in Section 9.4.1 above, for bodily injury or death and property damage in the event that in any part of the Premises there shall be given, sold or dispensed intoxicating liquors or alcoholic beverages as set forth in the Dram Shop statutes of California.

9.4.8 Business Interruption. Rental insurance (or, as the case may be, use and occupancy insurance) and business interruption or disruption insurance with benefits payable to Landlord in amounts not less than the total Minimum Annual and Monthly Percentage Rentals payable by Tenant to Landlord for the previous year.

9.4.9 Motor Vehicle Liability. Motor vehicle liability insurance governing any autos used in connection with operations at the Premises with coverage at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

9.4.10 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies (i) with A. M. Best rating of not less than A-X, and (ii) which are California admitted insurers. Any deductibles must be declared to and approved by Landlord in its sole discretion. All such policies shall provide that the full amount of any losses shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage, and shall be issued in the names of Landlord and Tenant, and if requested by Landlord, Landlord's mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's mortgagee or beneficiary. Executed copies of such policies of insurance or certificates and endorsements thereof shall be delivered to Landlord within ten (10) days after the Commencement Date. Thereafter, executed copies of renewal policies or certificates and endorsements thereof shall be delivered to Landlord at least fifteen (15) days prior to the expiration of each term of each such policy. All public liability and property damage policies

shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned by Landlord, its officers, elected and appointed officials, agents, employees and volunteers due to negligence by Tenant. All policies of insurance delivered to Landlord shall contain a provision that the company writing said policy will give to Landlord in writing thirty (30) days' notice in advance of any cancellation or lapse, refusal to renew, suspension or termination of coverage, reduction of any policy limits, increase of any policy deductibles, or other alteration of any terms or conditions of the policy, or of the effective date of any reduction in the amounts of insurance. All of Tenant's insurance coverages shall be written as primary policies, not contributing to, and not as excess coverage to coverage which Landlord may carry. Tenant agrees to permit Landlord, at any reasonable time, to inspect Tenant's policies of insurance of Tenant with respect to the Premises. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) **Additional Insured Endorsement:**

1. General Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to Tenant."
2. Automobile Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Lessee."

(b) 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 against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(c) Each insurance policy required by this Lease shall be in effect for the duration of the Lease Term. The maintenance of proper insurance coverage is a material element of the Lease and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Landlord as a default of the Lease on Lessee's part.

9.5 Blanket Coverage. Notwithstanding anything to the contrary set forth in this Article 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, (i) that Landlord and other parties in interest to Landlord shall be named as additional insured as their interests may appear and (ii) that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and (iii) that the requirements set forth herein are otherwise satisfied.

9.6 Insurance Provided by Landlord. Landlord shall at all times from and after the Commencement Date maintain in effect a policy or policies of insurance covering the Premises in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of land, excavations, foundations and footings) from time to time during the Term, or the amount of such insurance as Landlord's Lender may require Landlord to maintain, whichever is greater. This coverage must provide protection against any peril generally included in the classification "Fire and Extended Coverage," sprinkler damage, vandalism, malicious mischief and business interruptions. In addition, Landlord may, at Landlord's option, obtain insurance against earthquake, flood and other natural disaster damage; but Landlord is not obligated to obtain or continue to maintain such coverage. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. If Landlord is a municipal governmental entity, Landlord may elect to self insure for the coverage required herein on terms and conditions in accordance with programs and policies of self insurance established and in effect from time to time by Landlord.

9.7 Actions Affecting Insurance. Tenant shall not at any time during the Term carry any stock or goods or do anything in or about the Premises which will in any way tend to increase the insurance rates upon the Pier Retail/Restaurant Area. Tenant shall pay to Landlord, upon demand, the amount of any increase in premiums for insurance that may be charged during the Term, or the amount of insurance coverage required to be carried by Landlord on the Pier Retail/Restaurant Area, resulting from any act of Tenant in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload of the electrical lines of the Pier Retail/Restaurant Area, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction, including without limitation, removal and restoration, and nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all requirements for Landlord's maintenance of fire and extended coverage insurance for the Premises, including the installation of fire extinguishers or automatic dry chemical extinguishing systems that may be more particularly described elsewhere in this Lease.

9.8 Hazardous Materials. Tenant covenants that no Hazardous Materials shall be brought onto, stored, used, transported or disposed of at the Premises by Tenant or any of its employees, agents, independent contractors, licensees, subtenants or invitees, except for in strict compliance with all laws, rules and regulations controlling the presence and use of such materials. No Hazardous Materials shall be placed into the plumbing or waste treatment systems of the Premises except for systems which are designed to accept Hazardous Materials for treatment and discharge in accordance with the laws applicable thereto. Tenant shall undertake special attention and precautions to prevent the discharge or disposal of any Hazardous Materials into the ocean. Tenant shall hold harmless, indemnify and defend Landlord, its respective councilmembers, elected and appointed officials, employees, volunteers, successors and assigns, (collectively, the "Indemnified Persons") from and against any direct, indirect, or consequential Environmental Damages resulting from or arising out of events occurring on or about the Premises during the

Term, except for Environmental Damages arising solely from the acts or omissions of any one of the Indemnified Persons. Tenant's indemnification obligation hereinabove shall survive the expiration of the Term or earlier termination of this Lease.

Tenant covenants to promptly notify Landlord when Tenant becomes aware of (a) the presence of Hazardous Materials on the Premises which were not previously authorized by Landlord in accordance with the provisions of this Section or approved in writing by Landlord, and (b) the release to the Premises or the air of Hazardous Materials, whether or not caused or permitted by Tenant. Such notice shall include as much detail as reasonably possible, including identity of the location, type and quantity of Hazardous Materials released. If the unauthorized existence of Hazardous Materials on the Premises is caused or permitted by the Tenant, or the Tenant releases Hazardous Materials beneath, on or above the Premises, and such existence or release results in Environmental Damages, the Tenant, at its sole expense, shall promptly take all actions required by the Laws applicable thereto to return the Premises to the condition existing prior to the events which resulted in Environmental Damages.

9.9 Adjustment of Coverage. The amounts of insurance coverage shall be adjusted periodically upon the request of the Landlord's "risk manager", and the amounts of adjustments shall not be less than such periodic increases of CPI. As conditions change, Landlord reserves the right to make changes to any provisions or coverage as set forth in this Article 9 as determined by City's risk manager in his or her reasonable discretion.

ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS

10.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "Alterations") to or of the Premises, Pier or Improvements or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Premises, Pier or Improvements; (ii) the Alterations are nonstructural and do not impair the strength of the Premises, Pier or Improvements or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Pier or Pier Retail/Restaurant Area outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("HVAC"), mechanical, electrical, sanitary or other utilities, systems and services of the Premises or Improvements, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee for Landlord's indirect costs, field supervision or coordination in connection with the Alterations equal to ten percent (10%) of the estimated cost of Alterations that are in excess of \$10,000, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with applicable laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than \$10,000 (exclusive

of the costs of items constituting Tenant's Property, as defined in Section 10.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than fifteen (15) days nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. All Alterations must comply with all applicable laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefor, or any other matter regarding the Alterations.

10.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("Tenant's Property"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

10.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's affiliates. Tenant shall keep the Premises, Pier and Pier Retail/Restaurant Area free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's affiliates, or any other act or omission of Tenant or Tenant's affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "Liens.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all liabilities incurred by Landlord or Landlord's affiliates in connection with the foregoing. If Tenant fails to keep the Premises, Pier or Pier Retail/Restaurant Area free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against, all liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's

cure nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, Pier and Pier Retail/Restaurant Area free from Liens.

10.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its expense, shall obtain all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. The City shall have all rights to review and approve or disapprove all required submittals in accordance with the City Municipal Code, and nothing set forth in this Lease shall be construed as the City's approval of any or all of the applications or plans for the Alterations. Tenant, at its expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's affiliates, or by any person claiming through or under Tenant or Tenant's affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Pier or Pier Improvements, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Pier or Pier Retail/Restaurant Area. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried, in addition to the insurance described in this Lease, Workers' Compensation insurance in statutory limits and such other insurance as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

10.5 Compliance with Applicable Prevailing Wage Requirements. The Tenant shall carry out the construction of all Alterations in conformity with all applicable federal and state labor laws. If applicable, Tenant and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Although the parties believe that California law does not require the payment of prevailing wages or the hiring of apprentices as a result of this Lease because the Premises is being leased at its fair market rental value, Tenant shall be solely responsible for determining and effectuating compliance with such laws, and Landlord makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Alterations. Tenant hereby expressly acknowledges and agrees that the Landlord has not previously affirmatively represented to the Tenant or its contractor(s) for the construction of the Alterations, in writing or otherwise, in a call for bids or otherwise, that the Alterations are not a "public work," as defined in Section 1720 of the Labor Code.

Tenant shall indemnify, protect, defend and hold harmless the Landlord and its officers, employees, contractors and agents, with counsel reasonably acceptable to the Landlord, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including, without limitation, reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way

from any of the following: (1) the noncompliance by Tenant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; or (3) failure by Tenant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), Tenant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

ARTICLE 11 MECHANICS' LIENS

11.1 No Liens. Tenant shall do all things necessary to prevent the filing of any mechanics' or other lien against the Pier Retail/Restaurant Area, the Premises, the underlying real property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant, or by reason of Tenant's failure to pay any Taxes which Tenant is required to pay. If any lien shall at any time be filed against the Pier Retail/Restaurant Area or the Premises or any part thereof, Tenant shall either cause the lien to be discharged of record immediately after the date of filing of the lien or, if Tenant in its discretion and in good faith determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required, in Landlord's judgment, to prevent any foreclosure proceedings against the Pier Retail/Restaurant Area, the Premises or any part thereof and to permit a reputable title insurance company to insure over the lien during the pendency of such contest. If Tenant shall fail to discharge such lien immediately or fail to furnish such security, such inaction shall constitute a default under this Lease and, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, deemed necessary by Landlord. Tenant shall, within three (3) days after Landlord's request, hire an attorney acceptable to Landlord who agrees with Landlord in writing to represent Landlord and Tenant, at Tenant's sole cost, in connection with the discharge of the lien and protection of the Premises and Pier Retail/Restaurant Area. If such written confirmation is not received by Landlord from an acceptable attorney within such three (3) day period, Landlord may hire an attorney to represent Landlord's interest in connection with any such lien, at Tenant's sole cost. Tenant shall repay to Landlord upon demand, all sums disbursed, expended, incurred or deposited by Landlord pursuant to the foregoing provisions of this Section 11.1, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

11.2 Notices of Non-Responsibility. Landlord or its representatives shall have the right to enter and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be

proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any putative lien, give to Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

11.3 Security for Contested Claims. If Tenant desires to contest any claim of lien, it shall furnish Landlord adequate security for 150% of the amount of the claim, plus estimated costs and interest, or the bond of a responsible corporate surety in such amount, conditioned upon the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall immediately pay and satisfy such judgment.

11.4 Landlord's Rights. If Tenant is in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and has not given Landlord security to protect the Premises and Landlord against such claim of lien, Landlord may (but shall not be so required to) pay said claim and any associated costs. The amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Tenant to Landlord. Interest shall accrue on such amount from the dates of Landlord's payments at the Maximum Lawful Rate.

ARTICLE 12 ADVERTISING MEDIA

12.1 Approved Advertising. Tenant shall erect signs in accordance with the provisions of the sign criteria labeled Exhibit E. Tenant hereby receives Landlord's consent to affix a sign to a lower corner of the door or front window of the Premises, showing the name, address and telephone number of Tenant. Any and all signage pertaining to Tenant's business must be approved by all necessary public agencies prior to installation. Any signage currently on the Premises will be considered new signage as of the Commencement Date, and therefore, must receive the proper approval (from Landlord and all appropriate governmental agencies) to remain on the Premises.

12.2 Landlord's Consent Required. Tenant shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such item or items except with the prior written approval of Landlord as to size, type, color, location, copy, medium, structure and aesthetic qualities on any of the glass panes and supports of the show windows, doors and the exterior walls nor within twenty-four (24) inches of any window of the Premises.

12.3 Advertising Outside Premises. No advertising medium shall be utilized by Tenant which can be heard or experienced outside the Premises, including but not limited to flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Pier Retail/Restaurant Area, nor shall Tenant distribute, or cause to be distributed, in the Pier Retail/Restaurant Area or on the Property, any handbills or other advertising devices without the prior written consent of Landlord. Landlord may enter upon the Premises to remove any non-conforming signs, etc. Tenant shall not decorate, paint, alter, install canopies, devices, fixtures, antennas or attachments to the exterior or roof of the Premises.

ARTICLE 13 FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES.

13.1 Removable Trade Fixtures. Any Removable Trade Fixtures shall remain the property of Tenant and Landlord agrees that Tenant shall have the right to remove any and all of its Removable Trade Fixtures which it may have stored or installed in the Premises, provided Tenant is not in breach or violation of any of its duties or obligations under the terms of this Lease. Nothing in this Article shall be deemed or construed to permit Tenant to remove such Removable Trade Fixtures without the immediate replacement thereof with similar property of comparable or better quality, if such removal renders the Premises unsuitable for conducting the type of business specified in Exhibit B. Tenant shall, at its expense, immediately repair any damage to the Premises caused by the removal of any such trade fixtures, signs, and other personal property. Upon expiration or termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris. All Removable Trade Fixtures installed in or attached to the Premises by Tenant must be new when so installed or attached.

13.2 Improvements and Tenant's Work. All Improvements to the Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions, but excluding Removable Trade Fixtures, shall become the property of Landlord upon expiration or termination of this Lease.

13.3 Taxes on Improvements and Fixtures. Tenant shall pay before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, Removable Trade Fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. In the event any of such items of property are assessed with the property of Landlord, then such assessment shall be equitably allocated between and paid by Landlord and Tenant, and any portion of such assessment levied on the property of Landlord shall be paid to Landlord as Additional Rent. Landlord shall determine the basis of prorating any such assessments and such determination shall be binding upon both Landlord and Tenant.

13.4 Notice of Possessory Interest; Payment of Taxes and Assessments. City is a public entity, and as such, Landlord's underlying fee and reversionary interest in the subject property is, or may be, exempt from property tax assessments. **In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.**

In the event the Landlord shall no longer be exempt from property tax assessments and Tenant is not separately assessed for its possessory interest and Improvements on the Premises, Tenant shall, as Additional Rent, pay (or, if Landlord is assessed and pays, shall pay to Landlord) that portion of any assessment levied against or upon the Pier Retail/Restaurant Area or Landlord's interest therein that represents the value of the Tenant's leasehold interest and the value of the Improvements of the Premises that would have been assessed and levied upon the Premises had it

been assessed as such possessory interest. The amount of any tax or excise payable by or assessed against Tenant shall be paid by Tenant before it becomes delinquent.

Landlord and Tenant recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies or fees placed on, or levied in connection with the ownership, leasing, occupancy or operation of the Pier Retail/Restaurant Area or the Premises. Any new or increased tax, assessment, charge, levy or fee which is imposed or increased as a result of or arising out of any change in the structure of the real property tax system or any limitation on the real property taxes which can be assessed on real property including, but not limited to, any and all taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease (including any surcharge on the income directly derived by Landlord therefrom) or for the purpose of funding special assessment districts of the type funded by real property taxes, shall also be included within the meaning of "taxes". With respect to any general or special assessment which may be levied against or upon the Premises or the Pier Retail/Restaurant Area and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in periodic installments, there shall be included within the meaning of "taxes" with respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. With respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. During any part of the Term which shall be less than a full tax fiscal year, Taxes applicable to the Premises shall be prorated on a daily basis between Landlord and Tenant so that Tenant shall pay only the Taxes attributable to the portion of the tax fiscal year occurring within the term of this Lease. In the event that any Taxes are payable after the end of a tax fiscal year, Landlord may nevertheless collect Taxes applicable to the Premises from Tenant as set forth above (in a tax fiscal year) and treat Tenant's payments as payments on account of Taxes payable after the tax fiscal year.

ARTICLE 14 ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP

14.1 Prohibition Against Transfer. Tenant acknowledges that as a government entity, Landlord must make many of its lease decisions in public, and therefore has unique concerns regarding the composition of tenants. Tenant further acknowledges that given the unique "attraction park" nature of the property, the importance of the Harbor and Pier areas in bringing revenues to the City, and the importance of the Harbor and Pier areas to the image of Redondo Beach, Landlord has further unique concerns regarding the composition of tenants. Accordingly, Tenant agrees that Tenant shall not have the power to transfer or assign this Lease, sublet the Premises, enter into license or concession agreements, or change ownership (such transactions are hereinafter individually and collectively referred to as a "Transfer"), without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

14.2 Restrictions on Transfer. If Tenant desires to apply for Landlord's consent for a Transfer to anyone (a "Transferee"), Tenant shall give written notice ("Transfer Notice") to Landlord at least 60 days before the effective date of any such proposed Transfer. The Transfer Notice shall state (a) whether Tenant proposes to assign the Lease, sublet the Premises, enter into

a license or concession agreement or change ownership, (b) the proposed effective date of the Transfer, (c) the identity of the proposed Transferee, (d) all other material terms of the proposed Transfer, (e) in detail the type of business operation the proposed Transferee intends to conduct on the Premises and (f) Tenant's warranty and representation that Tenant is not in breach or violation of any of its obligations or duties under this Lease (or, if there is such a breach or violation, a statement identifying such breach or violation). The Transfer Notice shall be accompanied by a copy of the proposed agreement documenting the Transfer, or if none, a copy of any offers, draft agreements, letters of commitment or intent and other documents pertaining to the proposed Transfer. In addition, the Transfer Notice shall be accompanied by the proposed Transferee's income statements and balance sheets covering the preceding 36-month period, and each shall be certified as accurate by the Transferee.

If Landlord consents to the proposed Transfer, Tenant may thereafter promptly affect a Transfer in accordance with the terms of Tenant's Transfer Notice. If Landlord consents to the proposed Transfer and Tenant does not consummate the proposed Transfer within 30 days after receipt of Decision Notice, the provisions of the first paragraph of this Section 14.2 shall again apply. Any Transfer without Landlord's prior written consent shall be immediately void and shall constitute a default hereunder.

14.3 No Release from Liability. No Transfer, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of Tenant's obligations under this Lease, from its covenants and obligations hereunder during the Term. Tenant shall, promptly upon demand, reimburse Landlord for Landlord's reasonable attorneys' fees and administrative expenses incurred in conjunction with the processing and documentation of any requested Transfer.

14.4 Transferees's Obligations. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the Transferee. Each such Transferee shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease. One fully executed copy of such written instrument shall be delivered to Landlord. Failure to obtain in writing Landlord's prior consent or otherwise comply with the provisions of this Article 14 shall prevent any Transfer from becoming effective.

14.5 Assignee's or Subtenant's Rent. Upon the effective date of any Assignment, the Minimum Monthly Rent shall be increased to the highest of (i) the rentals payable by any assignee or subtenant pursuant to such Assignment or Subletting, (ii) an amount equal to the total of the Minimum Monthly Rent, as adjusted under Section 7.3 hereof, plus Percentage Rental, required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such Assignment, or (iii) an amount equal to the Minimum Monthly Rent as adjusted under Section 7.3 hereof, but using as the numerator of the fraction described therein the CPI as of the effective date of such Assignment. In no event shall the Minimum Monthly Rent after such Assignment be less than the Minimum Monthly Rent during the period immediately preceding.

14.6 Further Restrictions. Tenant shall not, without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), mortgage, encumber or

hypothecate this Lease or any interest herein. Tenant shall not permit the Premises to be used by any party other than Tenant or a permitted Transferee. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. For purposes of this Article 14, if Tenant is a partnership, a limited liability company or other association other than a corporation, any withdrawal(s) or change(s) of a Principal Owner or if Tenant is a corporation, any transfers cumulating 25% or more of its stock, shall constitute a voluntary Transfer and shall be subject to the provisions hereof. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

ARTICLE 15 TENANT'S CONDUCT OF BUSINESS

15.1 Continuous Operation. Tenant covenants to open for business with the general public adequately staffed with workers, merchandise and fixtures in accordance with the Use of Premises to which it is restricted under this Lease. From and after the date Tenant opens for business, Tenant shall continuously (except for reasonable temporary periods necessary for maintenance, repairs, installation of equipment and tenant improvements) and uninterruptedly conduct within the Premises the business which it is permitted to conduct under this Lease except while the Premises are untenable by reason of fire or other casualty. Tenant shall at all times keep and maintain within and upon the Premises an adequate staff of workers and stock of merchandise and trade fixtures to service and supply the usual and ordinary demands of its customers, and shall keep the Premises in a neat, clean and orderly condition. Tenant shall continuously, actively and diligently operate its business in the entire Premises in a high grade and reputable manner throughout the term of this Lease, maintaining in the Premises an adequate staff of employees and a full and complete stock of merchandise. The Premises shall be personally supervised by competent personnel who have power to act on behalf of Tenant. In general, Tenant shall employ its best business judgment, efforts and abilities to operate Tenant's business in an efficient and businesslike manner. It is expressly understood and agreed that Landlord does not consider Minimum Monthly Rent in itself a fair and adequate rental for the Premises and would not have entered into this Lease unless Tenant had obligated itself to pay Monthly Percentage Rent, which Landlord expects to supplement the Minimum Monthly Rent to provide fair and adequate rental return. It is the intent of Landlord and Tenant that Tenant produce the maximum Gross Sales possible during the Term. Therefore, if Tenant fails to continuously operate its business in accordance with the terms of this Lease, fails to keep the required store hours, or vacates the Premises prior to the expiration of the term hereof, Tenant shall pay Monthly Percentage Rent in an amount not less than Default Monthly Percentage Rent for each Month during which such failure or vacation has occurred, notwithstanding that for each such Month Tenant also submits a Monthly Statement. In addition, Landlord shall have the right to treat any of such events as a material default and breach of this Lease.

15.2 Hours of Operation. Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Pier Retail/Restaurant Area, if Tenant conducts a retail business, then Tenant shall remain open for business during the Minimum Hours of Operation. Landlord retains the right (but not the obligation) to change the Minimum Hours of Operation to those hours, if any, other businesses in the Pier Retail/Restaurant Area are normally open for business. Tenant shall adequately illuminate its window displays, exterior signs and exterior advertising displays continuously during all Minimum Hours of Operation as determined

in Landlord's sole and absolute discretion. The foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations or labor union contracts to which the Tenant's business is subject. Tenant's failure to keep the Premises open for business during the Minimum Hours of Operation shall be conclusively deemed for any and all purposes to be a violation or breach of a condition, covenant or obligation of this Lease which cannot afterward be cured or performed, but which may be enforced by Landlord by an action for specific performance, in addition to any other remedies available to Landlord.

15.3 Non-Competition. Because Monthly Percentage Rent is a material consideration of this Lease, and in order to achieve maximum sales volume, Tenant, any affiliate and any Guarantor of the Lease, (and their respective officers, directors, and stockholders or partners) shall not directly or indirectly own, operate, manage or have any interest in the profits of any similar store or business (unless in operation on the date of this Lease and identified in the Rider, Exhibit G) within a radius of three (3) miles from the perimeter of the Pier Retail/Restaurant Area. Without limiting Landlord's remedies, if Tenant violates any provision of this Section, Landlord may, at its option, include the gross sales of such other competing stores or businesses in the Gross Sales transacted in the Premises for the purpose of computing Monthly Percentage Rent due hereunder, as though the sales of such competing stores or businesses had actually been made from the Premises. If Landlord so elects, all of the provisions of Article 7 hereof shall be applicable to all records pertaining to such competing stores or businesses. Any competing stores or businesses existing as of the date of this Lease and specified in the Rider that would violate this Non-Competition section may continue to be operated, managed, conducted and owned in the same manner and location as on the date of this Lease.

ARTICLE 16 REPAIRS AND MAINTENANCE

16.1 Tenant's Maintenance. In addition to the duties, restrictions and obligations of Tenant in Section 4.2 above, Tenant shall, at its own cost and expense, repair, replace and maintain in good and tenantable condition (a) the Premises and every part thereof (except that portion of the Premises to be maintained by Landlord as hereinafter provided), (b) the utility meters, lines, pipes and conduits, all fixtures, air conditioning equipment and heating equipment and other equipment or fixtures exclusively serving the Premises, located within and without the Premises regardless of whether (i) such equipment or fixtures are installed or owned by Landlord or Tenant as part of any equipment system or (ii) are attached to the exterior of or installed on the roof of the Premises by Tenant or Landlord; (c) the storefront or storefronts and all signs, locks and closing devices, window sashes, casements or frames, doors and door frames, floor coverings (including carpeting, terrazzo or other special flooring). Tenant shall perform all such items of repair, maintenance, alteration, improvement or reconstruction as may at any time or from time to time be required by a Governmental Agency having jurisdiction over the Premises. Tenant shall contract with a service company, acceptable to Landlord, for the monthly maintenance of the heating, ventilating and air conditioning equipment exclusively serving the Premises, and shall furnish to Landlord a copy of the service contract within ten (10) days after Tenant opens the Premises to the public for business, and shall furnish to Landlord a copy of any subsequent contract entered into by Tenant from time to time during the Term. Tenant shall promptly replace at its own expense any broken glass, both exterior and interior, with glass of the same kind, size and quality and shall cause the exterior of the Premises to be painted not later than the end of every third Lease Year in accordance with the

specifications required by the "Design Criteria" adopted by Landlord for the Pier Retail/Restaurant Area. Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system within or outside the Premises without Landlord's consent in its sole discretion.

16.2 Landlord's Right to Repair. If Tenant fails to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right to elect to make such repairs or perform such maintenance on behalf of and for the account of Tenant after five (5) days' notice of such election. No notice shall be required in the event of an emergency. The cost of such work shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefor.

16.3 Surrender of Premises. Upon expiration or termination of the Lease, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted. Upon request of Landlord, Tenant shall execute and deliver to Landlord in recordable form a quitclaim deed for the Premises.

16.4 Landlord's Maintenance. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition and repair the structural integrity of the pilings upon which support the Premises and of the roof, exterior bearing walls (excluding the interior of all walls and the exterior and interior of the store fronts, all windows, doors and plate glass and interior ceilings) and structural parts of the Premises, the main trunk lines, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligations of the appropriate utility company). Notwithstanding the foregoing, Landlord shall not be required to make repairs (a) necessitated by reason of (i) the negligence or omission of Tenant or anyone claiming under Tenant, (ii) the failure of Tenant to perform or observe any conditions or agreements in this Lease, or (iii) alterations, additions, or Improvements made by Tenant or anyone claiming under Tenant or (b) casualties for which Landlord is not required to (and does not) carry insurance or for insured casualties for which available insurance proceeds are not sufficient to pay the costs of such repair. Landlord shall have no liability to Tenant for failure to make repairs unless (i) Tenant has previously notified Landlord in writing of the need for such repairs and (ii) Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall be responsible for all damage resulting from any delays in making required repairs occasioned by Tenant's failure to give prompt notice as Landlord's obligation to repair is conditioned thereon.

As used in this Section, "exterior walls" shall not include storefronts, plate glass, window cases or window frames, doors or door frames, security grills or similar enclosures. Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or Improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as expressly provided in this Article. If Landlord fails to begin making such repairs to the Premises or perform such maintenance of the Premises as it is obligated to do by the terms hereof within a reasonable time after Landlord's receipt of written notice, Tenant's sole right and remedy for such failure on the part of Landlord shall be, after further written notice to Landlord, to cause such repairs to be made or such maintenance to be performed to the Premises in a first class workmanlike manner and in compliance with all applicable governmental, insurance and warranty requirements and the standards set forth in this Lease. Upon completion of such repair

or maintenance Tenant must submit to Landlord its invoice for the actual, direct costs and expenses of the repairs or maintenance, which Landlord shall pay promptly after demand, provided that the costs and expenses shall not exceed the reasonable cost of such repairs or maintenance. Tenant hereby releases Landlord from, and agrees that Tenant shall be liable for, any damages resulting from Tenant's failure to properly perform any repairs or maintenance which Tenant elects to perform under this Section 16.4.

16.5 Landlord's Entry. Upon reasonable notice by Landlord, Tenant shall permit Landlord or its authorized representatives to enter the Premises at all times during normal business hours for purposes of inspection. Tenant shall permit Landlord or any person authorized by Landlord to enter upon the Premises and make any necessary repairs to the Premises or to perform Landlord's maintenance required of Landlord under Section 16.4 and to perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, of any insurer of the Premises, or of any rating bureau or insurance underwriters of Landlord, or (ii) that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed promptly after receipt of written demand from Landlord, or (iii) that Landlord may deem necessary to perform remodeling, construction or other work incidental to any portion of the Pier Retail/Restaurant Area or the pilings and other structures supporting the Pier Retail/Restaurant Area, including but not limited to work on the premises of another tenant adjacent to the Premises or to enforce any provision of this Lease or to cure any default of Tenant. Landlord shall use its best efforts not to interfere unreasonably with Tenant's business during the conduct of any such work. If such work of Landlord unreasonably interferes with the ability of Tenant to conduct its business on the Premises as required by this Lease, during the period of such unreasonable interference the Minimum Monthly Rent shall be partially abated in proportion to the amount of such unreasonable interference; and in the event such work fully prevents Tenant from conducting its business as required, the Minimum Monthly Rent shall be fully abated during such period, and such interference shall not be claimed by Tenant as constituting a constructive eviction by Landlord; provided, however, that the Minimum Monthly Rent shall not be reduced to a level lower than the amount of the Business Interruption Insurance required to be provided by Tenant in Section 9.4.8. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to perform such work. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned by the exercise of such rights. In the event Landlord makes any repairs pursuant to subsections (i) or (ii), Tenant shall pay the cost thereof to Landlord as Additional Rent, promptly upon receipt of a bill therefor.

16.6 Display. Landlord and its authorized representatives may enter the Premises at any time during business hours for the purpose of exhibiting the Premises to prospective developers, lenders, assignees, or master leaseholders. During the final six (6) months of the term of this Lease, Landlord may exhibit the Premises to prospective tenants.

ARTICLE 17 RECONSTRUCTION

17.1 Damage or Destruction by Casualty. In case of any damage to or destruction of the Improvements on the Pier Retail/Restaurant Area or the Common Area or the Improvements on the Premises, or any part thereof, and subject to the next sentence, if the insurance proceeds available to Landlord, if any, on account of such damage or destruction to the Premises are sufficient for the purpose, Landlord shall within a reasonable period of time commence and complete the restoration, replacement or rebuilding of the Improvements, together with such alterations and additions, or variations from the original plans for the exterior elevations (including materials selection and color) or the size, bulk and scale of the Improvements and such alterations or changes as are required by then current building codes (such restoration, replacement, rebuilding, alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration"). If the Improvements on the Premises are damaged during the last three (3) years of the Lease Term, or if the insurance proceeds collected with respect to such Improvements are not sufficient to complete Restoration, or if there are no insurance proceeds for the Improvements, or if Landlord elects not to undertake Restoration of the Improvements, then Landlord shall have the right to notify Tenant of such election and this Lease shall terminate as to the Premises. Tenant shall repair and restore Tenant's betterments, trade fixtures, equipment, inventory or other installations or Improvements of Tenant in, on or about the Premises, and such Improvements as Tenant is required to insure, and/or repair and maintain under this Lease.

17.2 Termination Upon Substantial Damage. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its option, terminate this Lease upon thirty (30) days' notice to Tenant (said notice to be given not later than one hundred (100) days after the later of the occurrence of any damage or destruction or written notification from Tenant to Landlord of such occurrence) if: (i) the Premises, the Pier Retail/Restaurant Area or the Common Area shall be damaged or destroyed and Landlord's architect shall certify in writing that the extent of the damage or destruction is twenty-five percent (25%) or more of the replacement value of any of the respective Premises, Pier Retail/Restaurant Area or the Common Area (excluding the replacement value of trade fixtures, equipment, inventory or other installations or Improvements not permanently affixed to the real estate) immediately prior to the occurrence of the damage or destruction, or (ii) the damage or destruction is such that, in Landlord's judgment, restoration cannot be completed within one hundred twenty (120) days of the commencement thereof regardless of the cost of such restoration or repair. The effective date of the termination shall be the date of the occurrence of the damage or destruction.

17.3 Commencement of Restoration. If the Premises shall be damaged or destroyed, and either the provisions of Section 17.2 shall not apply, or the provisions of Section 17.2 shall apply but Landlord shall not have elected to terminate this Lease, Landlord and Tenant shall commence their respective obligations of repair and restoration set forth in Section 17.1 as soon as practicable, and shall prosecute the same to completion with all due diligence.

17.4 No Abatement of Rent. During the period of any damage, repair or restoration provided for in Section 17.1, the Minimum Monthly Rent for the Premises shall not be abated in any way except if the Premises is not repaired or restored within six months from the date of the damage or destruction and such is due to the fact that Landlord failed to prosecute its repairs and restoration with all due diligence, then Minimum Monthly Rent for the Premises shall abate from

the sixth month date after the date of such damage or destruction until that date upon which the Premises is repaired and restored, or such earlier date on which it should have been repaired and restored if Tenant had prosecuted its repairs and restoration with all due diligence; provided, that Tenant shall not be liable for any Minimum Monthly Rent to the extent that Landlord is paid benefits for such the loss of Minimum Monthly Rent from the Business Interruption Insurance required to be provided by Tenant in Section 9.4.8. Tenant shall continue or cause to be continued the operation of the businesses in the Premises during any such period to the extent reasonably practicable. Tenant's obligation to pay all other amounts payable under this Lease shall continue. Tenant shall not be entitled to any abatements or reductions or to any compensation, damage or offset for loss of the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

17.5 Remedies Limited. As a material inducement to entering into this Lease, Tenant irrevocably waives and releases its rights under the provisions of Section 1932(2) and 1933(4) of the California Civil Code, it being the intent of the parties hereto that the express terms of this Lease shall control under any circumstances in which those provisions might have otherwise applied. Said Sections whose effect are being waived presently provide as follows:

Section 1932: "The hirer of a thing may terminate the hiring before the end of the term agreed upon:...2. When the greater part of the thing hired, or that part which was and which the letter had at the time of the hiring reason to believe was the material inducement to the hirer to enter into the contract, perishes from any other cause than the want of ordinary care of the hirer."

Section 1933: "The hiring of a thing terminates:...4. By the destruction of the thing hired."

ARTICLE 18 **COMMON AREAS**

18.1 Use of Common Areas. Subject to the provisions of Section 18.4, Tenant and its employees and invitees are authorized, empowered and privileged to non-exclusive use of the Common Areas during the Term. Tenant hereby acknowledges that, as of the date of this Lease, there is no parking area within the Pier Retail/Restaurant Area which will be part of the Common Area. Landlord reserves the right to repair, change, modify, or otherwise alter the Common Area. Further, Landlord expressly reserves the right to establish, modify and enforce reasonable rules and regulations governing the Common Area.

18.2 Common Area Maintenance. Landlord shall maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Areas at all times for the benefit and use of the customers and patrons of Tenant, and of other tenants, owners and occupants of the land constituting the Pier Retail/Restaurant Area. All Common Area Expenses shall be at the sole cost and expense of Landlord and shall not, except for the Tenant's Monthly Expense Share, be charged to Tenant except as otherwise provided for in this Lease. If Landlord at any time hereafter determines, in Landlord's sole and absolute judgment, that the best interests of the Pier Retail/Restaurant Area will be served by having the Common Areas or any part thereof operated and maintained by a person, firm or corporation other than Landlord, Landlord may select a person, firm or corporation to operate and maintain all or any such part of the Common Areas and may negotiate and enter into a contract therefor with such

person, firm or corporation on such terms and conditions and for such time as Landlord, in Landlord's sole and absolute judgment, shall deem reasonable and proper both as to service and cost. Landlord shall keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted, landscaped and insured, and shall repair any damage to the facilities thereof.

18.3 Control of Common Areas. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas within the Pier Retail/Restaurant Area, including surface, underground or multiple-deck, and of making such changes therein which in Landlord's sole and absolute discretion are deemed to be desirable and for the best interest of all persons using the Common Areas. The exercise of Landlord's discretion shall include but shall not be limited to the location and relocation of entrances and exits, the installation and location of prohibited areas, and the design and location of landscaped areas.

Tenant and its employees, customers, suppliers, invitees and patrons shall abide by the Pier Retail/Restaurant Area and Parking Rules and Regulations, as set forth in Exhibit F, as the same may be amended by Landlord from time to time in Landlord's sole and absolute discretion. Landlord and its successors and assigns, shall at all times during the Term have sole and exclusive control of the Common Areas, and may at any time during the Term exclude and restrain any person from use or occupancy thereof, excepting customers, suppliers, invitees, employees and patrons of Tenant, and other tenants of Landlord who make use of said areas in accordance with the Pier Retail/Restaurant Area and Parking Rules and Regulations established by Landlord with respect thereto. The right of Tenant hereunder in and to the Common Areas shall at all times be subject to the rights of Landlord and other tenants of the Pier Retail/Restaurant Area to use the same in common with Tenant. It shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation.

If, in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce Landlord's right to exclude such persons by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized persons from said areas or to restrain the use of any of said areas by unauthorized persons.

Landlord shall not be liable for any damage to motor vehicles, or for loss of property from within such motor vehicles, of Tenant, its customers, suppliers, invitees, employees or patrons, unless caused by the gross negligence of Landlord, its agents, servants or employees.

18.4 Parking. Tenant hereby acknowledges that Landlord built, owns and operates two (2) parking structures adjacent to the Redondo Beach Pier Area, known as the "Pier Parking Structure" and the "Plaza Parking Structure". Said parking structures are to service the general public; including, but not limited to, customers of the Redondo Beach Pier Area and customers of Tenant. Tenant acknowledges that at no time will Tenant share in the revenues from said parking structures, nor will Tenant, its agents, employees, customers, licensees and sub-tenants receive free parking, unless granted by Landlord, in its sole discretion. Tenant, its agents, employees, customers, licensees and sub-tenants agree to comply with the fees for parking automobiles in the parking structures; said fees shall be set by the City Council of Landlord at its sole discretion. Landlord reserves the right to change entrances, exits, traffic lanes and the boundaries and

locations of said parking structures. If at any time Landlord elects to close all or a portion of said parking structures for repair, Tenant will waive any and all claims against Landlord for such closure.

Employees and suppliers of Tenant and the other tenants of Landlord shall park their automobiles in certain designated non-exclusive automobile parking areas which may from time to time be designated for employees and suppliers of the Pier Retail/Restaurant Area. Landlord at all times shall have the right to designate the particular parking area, if any, to be used by any or all of such employees or suppliers and any such designation may be changed from time to time. Tenant shall furnish Landlord with the license numbers of Tenant and its employees within fifteen (15) days after the Commencement Date and Tenant shall thereafter notify Landlord of any changes within five (5) days after such change occurs. All parking in parking areas owned or operated by Landlord shall be subject to the charges, fees and the Pier Retail/Restaurant Area and Parking Rules and Regulations pertaining to employees and suppliers promulgated from time to time by City. If special charges and fees are allowed to employees and suppliers, and Tenant or its employees or its suppliers fail to park their cars in designated parking areas, then Landlord may charge Tenant for the charges and fees for general parking each day or partial day per car parked in any areas other than those designated. All amounts due under the provisions of this Section shall be payable by Tenant within ten (10) days after demand therefor. Tenant acknowledges that employee, supplier, customer and patron parking may not be available during certain evening and early morning hours.

ARTICLE 19 BANKRUPTCY; INVOLUNTARY TRANSFERS

19.1 Election to Assume Lease. In the event an order for relief shall be entered against or come into existence as to Tenant under Chapter 7 or Chapter 11 or Chapter 13 of the U.S. Bankruptcy Code, and the Trustee or Debtor-In-Possession shall elect to assume this Lease for the purpose of assigning this Lease or otherwise, such election and assignment may only be made if all of the terms and conditions of Sections 19.2 and 19.3 are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the order for relief, or such additional time as the Bankruptcy Court authorizes, then this Lease shall be deemed rejected and immediately canceled and terminated. Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to Tenant or Trustee. Landlord's right to be compensated for damages in such bankruptcy proceeding shall survive.

19.2 Conditions of Assumption. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to Chapters 11 or 13, the Trustee or Tenant, as Debtor-In-Possession ("DIP"), whether DIP under Chapter 11 or 13, must elect to assume this Lease within sixty (60) days from the date of the filing of the Petition under Chapters 11 or 13, or within such additional time as the Bankruptcy Court may authorize, or the Trustee or DIP shall be deemed to have rejected this Lease. No election by the Trustee or DIP to assume this Lease, whether under Chapters 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied, and Landlord has so acknowledged in writing:

(a) Landlord has not terminated this Lease pursuant to the provisions established herein prior to the filing of the Petition.

(b) The Trustee or the DIP has cured, or has provided Landlord adequate assurance (as defined below) that:

(i) Within ten (10) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(ii) Within thirty (30) days from the date of such assumption the Trustee will cure all non-monetary defaults under this Lease.

(c) The Trustee or the DIP has compensated, or has provided to Landlord adequate assurance (as defined below) that within ten (10) days from the date of assumption Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of Tenant, the Trustee, or the DIP as recited in Landlord's written statement of monetary loss sent to the Trustee or DIP. The term "monetary loss" shall include all of Landlord's attorney fees and costs incurred in monitoring Tenant's bankruptcy case and in representing Landlord's interests in such case.

(d) The Trustee or the DIP has provided Landlord with adequate assurance of the future performance of each of Tenant's Trustee's or DIP's obligations under this Lease; provided, however, that:

(i) The Trustee or DIP shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent (as adjusted pursuant to Section 19.2(d)(iii) below) and other monetary charges accruing under this Lease; and

(ii) If not otherwise required by the terms of this Lease, the Trustee or DIP shall also pay in advance on the date Minimum Monthly Rent is payable one-twelfth (1/12th) of Tenant's annual obligations under this Lease for maintenance, common area charge, real estate taxes, insurance and similar charges.

(iii) From and after the date of the assumption of this Lease, the Trustee or DIP shall pay as Minimum Monthly Rent an amount equal to the sum of the Minimum Monthly Rent otherwise payable hereunder, plus the highest amount of the annual Monthly Percentage Rent paid by Tenant to Landlord within the five (5) year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date Minimum Monthly Rent is payable.

(iv) If the Trustee or DIP assumes this Lease, and does not assign it, then the obligations imposed under this Lease upon the Trustee or DIP shall continue thereafter. If the Trustee or DIP assumes and assigns this Lease, then the obligations imposed under this Lease upon Trustee or DIP shall be released in accordance with Bankruptcy Code Section 365(l) and any amendments or replacements of such section, but such obligations shall continue thereafter upon the assignee(s).

(e) The assumption of the Lease will not:

(i) Breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Pier Retail/Restaurant Area; or

(ii) Disrupt, in Landlord's sole judgment, the tenant mix of the Pier Retail/Restaurant Area or any other attempt by Landlord to provide a specific variety of retail stores in the Pier Retail/Restaurant Area which, in Landlord's sole judgment, would be most beneficial to all of the tenants in the Pier Retail/Restaurant Area and would enhance the image, reputation, and profitability of the Pier Retail/Restaurant Area.

(f) For purposes of this Section 19.2, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

(i) The Trustee or the DIP has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or DIP will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the Premises; and

(ii) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or DIP shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Trustee or DIP acceptable as to value and kind to Landlord, to secure Landlord the obligation of the Trustee or DIP to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above. Notwithstanding the foregoing provisions, Tenant shall have the right to assign or otherwise Transfer this Lease or the entire (but not part of) the Premises, to its parent corporation or to a wholly owned subsidiary; provided, however, that (A) Tenant shall also remain primarily liable for all obligations under this Lease, (B) the Transferee shall, prior to the effective date of the Transfer, deliver to Landlord instruments evidencing such Transfer and its agreement to assume and be bound by all of the terms, conditions and covenants of this Lease to be performed by Tenant, all in form acceptable to Landlord, (C) Tenant shall not be in default under this Lease, and (D) Tenant's right to make such Transfer is expressly conditioned on, and shall remain in effect only as long as, the Transferee maintains its relationship as parent corporation or wholly owned subsidiary of Tenant.

19.3 Adequate Assurance. If the Trustee or DIP has assumed this Lease pursuant to the terms and conditions of Section 19.1 or 19.2 herein, for the purpose of transferring Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended Transferee has provided "adequate assurance of future performance" as defined in this Section 19.3 of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this Section 19.3, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding

of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

(a) The Transferee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such Transferee of Tenant's obligation under this Lease;

(b) The Transferee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;

(c) The Transferee has submitted in writing evidence, satisfactory to Landlord, of substantial retailing experience in Pier Retail/Restaurant Areas of comparable size to the Pier Retail/Restaurant Area and in the sale of merchandise and services permitted under this Lease; and

(d) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such Transfer.

19.4 Occupancy Charges. When, pursuant to the Bankruptcy Code, the Trustee or DIP shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Minimum Monthly Rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, common area charges, real estate taxes, Service Assessments, insurance and similar charges.

19.5 Consent. Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, Transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such Transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, Transferee, person or other entity shall be deemed to have waived the need to obtain Landlord's consent for any transfer of Tenant's interest under this Lease.

19.6 Insolvency. In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under any state law, or if any order for relief is entered against, or comes into existence as to the guarantor or if an involuntary petition is commenced against the guarantor under the U.S. Bankruptcy Code, or any similar provision of another country, or any similar provision in any future federal U.S. Bankruptcy Code, or any similar provision of another country, or if a Receiver or Trustee of the property of Tenant or any guarantor shall be appointed under any state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due and otherwise, or if any Transfer shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law; then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

19.7 Other Laws. The provision of this Article 19 concerning the rights of Landlord, and the obligations of Trustee, Tenant, Debtor, Receiver, DIP and assignee are in addition to such rights and obligations provided by law, including those applicable provisions of the Bankruptcy Code. Nothing contained in this Article 19 shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

ARTICLE 20 DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION

20.1 Events of Default. The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(a) Failure or refusal to pay any amount of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent or any other sums payable by Tenant hereunder when due, or the failure or refusal to submit a Monthly Statement or Annual Statement when due; or

(b) If Tenant shall be given, in any twelve (12) consecutive calendar month period, three or more notices under clause (a) above; or

(c) Failure or refusal to occupy and operate the Premises in accordance with Article 4 or Article 15; or

(d) Any Principal Owner or general partner of Tenant terminates or materially alters its relationship with Tenant without the prior written consent of Landlord; or

(e) Maintenance, commission or permission on the Premises of waste, nuisance, or use of the Premises for an unlawful purpose or failure or refusal to maintain and repair the Premises as required by this Lease; or

(f) Any Transfer contrary to the provisions of Article 14; or

(g) Understatement of Gross Sales by more than six percent (6%); or

(h) Failure to remain open for business as required by Article 15, on any occasion during a given year of the Lease Term in which Tenant has received two (2) or more notices pursuant to subsection (b) of Section 20.2; or

(i) Failing or refusing to perform fully and promptly any express or implied covenant or condition of this Lease.

20.2 Notices. Following the occurrence of any of the defaults specified in subsection (a) through (i) of Section 20.1, Landlord shall give Tenant, or any subtenant, a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that

Tenant, or any subtenant, either fully cure each such default within the time period specified in the corresponding subsections below or quit the Premises and surrender the same to Landlord:

(a) For nonpayment of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent, or any other sums payable by Tenant hereunder, or for failure to submit a Monthly Statement or Annual Statement, five (5) days;

(b) For breach of Article 4 or Article 15, three (3) days;

(c) For any default described in subsections (d) through (h) of Section 20.1, Landlord shall give Tenant or any subtenant a written notice specifying the nature of the default and the provisions of this Lease breached and Landlord shall have the right, but not the obligation and in addition to all other rights set forth herein, to demand in said notice that Tenant quit the Premises within five (5) days; and

(d) For failure to perform any other covenant or condition of this Lease, a reasonable period to cure such default not to exceed twenty (20) days; provided, however, that if such default cannot be cured within said time period, the cure period shall be extended if Tenant so notifies Landlord in writing of Tenant's need for additional time to cure, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure within a reasonable period of time.

To the extent permitted by California law, the time periods provided in this Section 20.2 for cure of Tenant's defaults under this Lease or for surrender of the Premises shall be in lieu of (not in addition to) any similar time periods prescribed by California law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

20.3 Additional Assurances. At any time following the occurrence of any of the defaults specified in Section 20.1, Landlord, at its option, may request that within ten (10) days of Landlord's request, Tenant shall provide current financial statements for all Guarantors of this Lease.

20.4 Landlord's Rights and Remedies. Should Tenant fail to cure any default or quit the Premises within the time periods specified in Section 20.2, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law. Landlord has the remedy described in California Civil Code Section 1951.4 (a lessor may continue the lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations); together with the following rights, which do not limit Landlord in the exercise of any other right or remedy Landlord may have on account of such default:

(a) The right of Landlord to terminate this Lease and Tenant's right to possession and to reenter the Premises, to take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim thereon. A notice given in connection with unlawful detainer proceedings specifying a time within which to cure a default

shall terminate Tenant's right to possession if Tenant fails to cure the default within the time specified in the notice; or

(b) The right of Landlord, without terminating this Lease, to reenter the Premises and take possession of all Improvements, additions, Alterations, equipment and fixtures therein and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable and to remove any persons in possession thereof; or

(c) The right of Landlord, even though it may have reentered the Premises, in accordance with subsection (b) of this Section, to elect to terminate this Lease and Tenant's right to possession of the Premises; or

(d) The right of Landlord to enjoin any act or omission.

If Landlord reenters the Premises under the provisions of subsection (b) above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any rental or other charges thereafter accruing, or Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of this state and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary by a written notice to Tenant at the time of or subsequent service of such notices) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse, all at the sole expense and risk of Tenant.

20.5 Landlord's Damages. If Landlord elects to terminate possession pursuant to the provisions of subsection 20.4 (a), (b) or (c) above, Landlord may recover from Tenant damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including

reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (d) leasing commissions, or (e) any other costs necessary, incidental or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of this State.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the Maximum Lawful Rate. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

For purposes of this Article only, the term "rental" shall be deemed to be the Minimum Monthly Rent as adjusted by Section 7.3, the average Monthly Percentage Rental payable by Tenant during the twelve months of the Term preceding Landlord's termination of this Lease, and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the Minimum Monthly Rent, shall, for the purpose of calculating any amount due under the provisions of subsection (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rental before such a sixty (60) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. Tenant's right to possession shall not be deemed to have been terminated by Landlord except pursuant to Section 20.4. The following do not constitute a termination of Tenant's right to possession:

- (i) Acts of maintenance or preservation or efforts to relet the Premises;
- (ii) The appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease.

Any sum accruing to Landlord or Tenant under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the Maximum Lawful Rate from the date when the sum becomes due and payable by the terms and provisions hereof until paid.

20.6 Fixtures and Personal Property. Without limiting Landlord's rights under Article 13, in the event of default, all of Tenant's Removable Trade Fixtures, furniture, equipment, Improvements, additions, alterations, and other personal property shall remain on the Premises and in that event, and continuing during the length of said default, Landlord shall have the right, subject to the superior rights of any third party owners, lessors or lienholders of such property, to take the

exclusive possession of same and to use the same, rent or charge free, until all defaults are cured or, at its option, at any time during the Term, to require Tenant to remove the same.

20.7 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or of any right of Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

Notwithstanding any other provision of this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Tenant to the fullest extent waivable under law.

The rights and remedies given to Landlord in this Article shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20.8 Termination and Surrender of Possession. Upon any termination of this Lease, whether by expiration of the term hereunder, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall immediately cease doing business in the Premises and peaceably quit and immediately surrender possession of the Premises to Landlord, with all Improvements, apparatus, fixtures and alterations (except trade fixtures and furniture) in a good operating condition and in the same condition of order and repair in which they were required by the provisions of this Lease to be kept throughout the term, subject to ordinary wear and tear after the last required repair or maintenance, and shall be the property of Landlord without payment therefor. Tenant shall repair at its own expense any damage and defacement to the Premises caused by its removal of its trade fixtures, furniture and equipment.

Notwithstanding anything in this Lease to the contrary, any of Tenant's trade fixtures, furniture and equipment which are not removed from the Premises by the time herein required shall become the property of Landlord and Landlord may thereafter either (i) retain all or any part of the same as Landlord's property without payment therefor to Tenant, or (ii) cause all or any part of the same to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant.

20.9 Self Help. If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Landlord may, at Landlord's option, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the covenant for the account of Tenant, and the costs incurred by Landlord shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of

Tenant to comply with any provision of this Lease, after any notice and the expiration of any grace period with respect thereto as required pursuant to the applicable provisions of this Lease, or if Landlord is compelled to incur any expense, or elects to incur any expense, including reasonable attorneys' fees, in enforcing or attempting to enforce the terms of this Lease, whether or not judicial or other action is actually instituted or in instituting, prosecuting or defending any action or proceeding, including non-judicial proceedings such as arbitration or mediation, instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs, and damages shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent.

20.10 Limitation on Setoffs, Counterclaims. Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent due to Landlord hereunder shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the installments of Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent throughout the Term, and shall be paid without assertion of any counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any restriction or prevention of or interference with any use of the Premises or the Pier Retail/Restaurant Area or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any proceeding; (c) any claim which Tenant has or might have against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case, whether or not Tenant shall have notice or knowledge of any of the foregoing. Except as otherwise expressly provided in this Lease, the obligations of Tenant shall be independent covenants and agreements separate from and not conditioned on the covenants and agreements of Landlord. Tenant hereby waives, to the full extent permitted by applicable law, all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent.

20.11 Interest. Any amounts or sums due Landlord under this Lease not paid when due shall bear interest from such date until the date actually paid at the Maximum Lawful Rate.

ARTICLE 21 DEFAULTS BY LANDLORD; REMEDIES

If Landlord shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease within 60 days after written notice of default or, if more than 60 days are required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any

and all damages sustained by Tenant as a result of Landlord's breach. Notwithstanding the foregoing, it is expressly understood and agreed that (a) any money judgment resulting from any default or other claim arising under this Lease shall be satisfied only out of the current rents, issues, profits and other income Landlord receives from its operation of the Pier Retail/Restaurant Area, net of all current operating expenses, liabilities, reserves and debt service associated with said operation ("Net Income" for purposes of this Article 21 only), (b) no other real, personal or mixed property of Landlord, wherever located, shall be subject to levy on any such judgment obtained against Landlord, (c) if such Net Income is insufficient to satisfy such judgment, Tenant will not institute any further action, suit, claim or demand, in law or in equity, against Landlord for such deficiency, and (d) such neglect or failure shall not constitute consent by Landlord for Tenant to perform or observe such terms, covenants or conditions at Landlord's expense. Tenant hereby waives, to the extent permitted under law, any right to satisfy said money judgment against Landlord except from Net Income.

If this Lease or the rentals due from Tenant hereunder are assigned to any Lender, and Tenant is given written notice thereof, including the post office address of the Lender, then Tenant shall give written notice to the Lender, specifying the default in reasonable detail, and affording the Lender a reasonable opportunity to make performance for and on behalf of Landlord. If and when the Lender has made performance on behalf of Landlord, such default shall be deemed cured.

ARTICLE 22 EMINENT DOMAIN

22.1 Taking Resulting in Termination. If any of the Pier Retail/Restaurant Area is taken under the power of eminent domain by any public or quasi-public authority, Landlord shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises, upon giving notice in writing of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Pier Retail/Restaurant Area have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing under this Lease. Immediately after learning of any appropriation or taking, Landlord shall give Tenant notice thereof in writing.

22.2 Award. If this Lease is terminated as provided above, Landlord shall be entitled to the entire award or compensation in the condemnation proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee; but the rental and other charges for the last month of Tenant's occupancy shall be prorated as of the time that Tenant's possession under this Lease is terminated by such taking, and Landlord agrees to refund to Tenant any rent or other charges paid in advance. Tenant agrees not to make any claim for any portion of the award of compensation or damages for such taking, and Tenant hereby assigns and quitclaims to Landlord any portion of such award, including, but not limited to, any claim Tenant has (or may claim to have) for the value of Tenant's leasehold interest which is in excess of the rent reserved to Landlord hereunder. Notwithstanding the foregoing, Tenant retains, and may assert, any claim it may have under applicable law to receive compensation or damages (provided an award based on such claim does not diminish the award or claim of Landlord): (i) for its fixtures and personal property that it is entitled to remove pursuant to this Lease, (ii) for relocation benefits or assistance or (iii) for loss of goodwill to its business.

22.3 Partial Taking. If either (i) both Landlord and Tenant elect not to terminate this Lease under Section 22.1, or (ii) none of the Premises is appropriated under the power of eminent domain by any public or quasi-public authority, then Tenant shall remain in the remaining portion of the Premises, and Landlord shall, at Landlord's cost and expense, as soon as reasonably possible, restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided, however, that Landlord shall have no obligation to so restore the Premises at a cost or expense in excess of the award of compensation or damages received by Landlord due to such taking. After such restoration, the Minimum Monthly Rent provided for herein shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

22.4 Transfer under Threat of Taking. For the purposes of this Article only, a voluntary sale or conveyance under threat and in lieu of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

ARTICLE 23 ATTORNEYS' FEES

If at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for all reasonable expenses of attorneys' fees, costs and disbursements incurred therein by the successful party, including but not limited to any such fees, costs or disbursements incurred on any appeal from such action or proceeding. All such fees, costs or disbursements shall be recoverable as items of cost by the successful party, whether or not such action proceeds to final judgment or determination.

ARTICLE 24 SALE OR MORTGAGE BY LANDLORD

24.1 Sale or Mortgage. Landlord may, at any time, without the consent of Tenant, sell, purchase, exchange, transfer, assign, lease, or convey (collectively, "Sale"), or encumber, pledge, mortgage or hypothecate an interest in Landlord, the Lease, the Premises, and/or any portion of or interest in the Pier Retail/Restaurant Area.

24.2 Landlord's Successor. For the purposes of this Article, "Landlord's Successor" shall mean any person or entity that succeeds to all of Landlord's interest in the Premises, the Pier Retail/Restaurant Area, or in this Lease through a Sale.

24.3 Release on Sale. Provided that Landlord's successor expressly assumes Landlord's duties and covenants under this Lease, from and after a Sale, Landlord shall be released from all liability toward Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale.

ARTICLE 25 MASTER DOCUMENTS AND LOAN CONSIDERATIONS

25.1 Subordination. This Lease is and shall be subordinate to the Master Documents and to any encumbrance now of record or recorded after the date of this Lease affecting the Pier Retail/Restaurant Area or any part thereof and/or the land upon which the Pier Retail/Restaurant Area is constructed. Such subordination is effective without any further action of Tenant. On Tenant's behalf and on behalf of all persons claiming through and under Tenant, Tenant agrees that Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be required by Landlord's Lender to effectuate any subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments on Tenant's behalf.

25.2 Attornment. If Landlord conveys in a Sale all of its rights and duties in and to the Lease, the Premises, and/or the Pier Retail/Restaurant Area, or if an interest in Landlord or Landlord's equity of redemption or other interest in the Lease, the Premises and the Pier Retail/Restaurant Area under a mortgage, deed of trust, pledge or security agreement is foreclosed judicially or nonjudicially, upon the request of Landlord's lawful successor, Tenant shall at the election of Landlord's successor attorn to said successor, provided said successor accepts the Premises subject to this Lease. The foregoing notwithstanding, in accepting the Premises subject to this Lease, said successor shall not be bound by (i) any prepayment of more than one month's rental (except for payments under Section 31.1) or (ii) any amendment of this Lease made after the later of the Commencement Date or such date as the successor's lien or interest first arose, unless said successor shall have consented to such amendment, and shall not be liable for any act or omission of the prior Landlord or have any liability for any security deposits unless it shall have been physically delivered to the new Landlord, or be subject to any offset which shall theretofore have accrued to Tenant from the prior Landlord. Tenant shall upon request of any purchaser, mortgagee or other person acquiring an interest in the Pier Retail/Restaurant Area execute and deliver an instrument or instruments confirming its attornment. Notwithstanding the foregoing, upon the request of the holder of any encumbrance, this Lease shall be prior and superior to the lien of any specified encumbrance. With respect to any encumbrance granted or entered into after the date of this Lease, Tenant's obligation to attorn to any purchaser, whether upon foreclosure of any encumbrance or otherwise, and to recognize such purchaser as Landlord under this Lease is conditioned upon such purchaser upon the foreclosure of the encumbrance agreeing to recognize this Lease if Tenant is not in default in the performance of any of the terms and conditions on Tenant's part to be kept and performed under this Lease.

25.3 Notice to Holder of Encumbrance. Tenant agrees that, provided the holder of any Encumbrance shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given by Landlord.

25.4 Confirmation and Recordation. At Landlord's request, Tenant agrees to execute a Lease Confirmation in substantially the same form as Exhibit H attached. The parties agree to execute, and Landlord may record, a short form memorandum of this Lease, in substantially the form of Exhibit J attached, pursuant to Government Code Section 37393.

25.5 Estoppel Certificate. At any time and from time to time on not more than ten (10) days' written notice from Landlord, Tenant shall execute and deliver to Landlord a Tenant's

Estoppel Certificate substantially in form as attached hereto as Exhibit D. Unless Tenant shall have notified Landlord in writing within said ten-day period of any qualifications tenant may have to the statements in the Tenant's Estoppel Certificate ("Tenant's Qualification Notice"), anyone participating with Landlord in any transaction referred to in Section 24.1 shall have the right to rely on the accuracy of such statements. If Landlord shall not have received Tenant's Qualification Notice, Tenant's failure to execute and deliver the Tenant's Estoppel Certificate within said ten-day period shall be deemed to make conclusive and binding upon Tenant (for the benefit of Landlord and anyone participating with Landlord in any such transaction) the statements contained in the Tenant's Estoppel Certificate as true and correct, without exception and Landlord is hereby appointed attorney-in-fact to execute and deliver the Tenant's Estoppel Certificate without exception on behalf of Tenant.

ARTICLE 26 QUIET POSSESSION

Landlord agrees that Tenant, upon paying the rental and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Term without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to the provisions of Article 16, and subject to any mortgages, master leases, reciprocal easement agreements, other agreements and encumbrances to which this Lease is subordinate.

ARTICLE 27 TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION

Tenant acknowledges that Landlord is a member of the "Pier Association", an association of owners and ground lessees organized and operating for the purpose of carrying out such common or general advertising or promotional activities or programs for the benefit of the Pier Area of which the Pier Retail/Restaurant Area is a part, and that as such a member of the Pier Association, Landlord is required to contribute to the Pier Association an amount equal to 2/10ths of one percent (0.2%) of the gross sales of the Pier Retail/Restaurant Area ("Landlord's Association Share"). Tenant agrees to pay Monthly to Landlord an amount equal to 0.2% of Gross Sales of Tenant ("Tenant's Association Share") in addition to payments to Landlord on account of Minimum Monthly Rent, Monthly Percentage Rent and Tenant's Monthly Expense Share. Landlord agrees that Landlord shall remit all payments of Tenant's Association Share to the Pier Association as part of Landlord's Association Share, and that Landlord shall not retain any of Tenant's Association Share for its own account. In the event that Landlord shall no longer be a required or agree to pay Landlord's Association Share, the obligation of Tenant to pay Tenant's Association Share shall cease (or during the period of any suspension of Landlord's Association Share, shall be suspended). Likewise, should the contribution to the Pier Association change from its current 0.2% of gross sales, Tenant's obligation to pay Tenant's Association Share shall change in an equal manner. Tenant's Association Share for each Month during the Term shall be due and payable on the date that the Monthly Statement for that Month is required to be submitted to Landlord (i.e., on the 10th day of the Month for the Gross Sales of the preceding Month; see Article 7). If Tenant fails to submit the pertinent Monthly Statement, Gross Sales for the pertinent Month shall be equivalent to the Gross Sales used to calculate Default Monthly Percentage Rent for the purposes of Article 7, and subject to increases as also provided in that Article.

ARTICLE 28 **CAPTIONS AND TERMS**

The captions contained in this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the actual terms and provisions of this Lease.

If more than one (1) person or entity is named in and executes this Lease as Tenant, then the word "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and the liability of such persons or entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

ARTICLE 29 **NOTICES**

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given three business days after being mailed by certified or registered mail, postage prepaid, immediately upon personal service, or on the next business day if delivered by FedEx or another reputable overnight delivery service, and addressed to the parties at the addresses provided in the Summary.

Either party may change the address for such notices by giving written notice thereof to the other party in the manner specified above. The foregoing method of service or personal service of notice upon the addressee shall be exclusive and Tenant hereby waives, to the fullest extent allowed by law, the right to any other method of service required by any statute or law now or hereafter in force.

Notwithstanding anything to the contrary contained within this Article 29, any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article 12 (with respect to improper advertising media and/or signs), Article 16 (failure of Tenant to properly repair and/or maintain the Premises), and/or Article 18 (improper parking of Tenant and Tenant's employees' automobiles) must be in writing but shall be deemed to have been duly given or served upon Tenant by delivering a copy of such notice to one (1) of Tenant's managing employees at the Premises during normal business hours and by delivery of a copy of such notice to Tenant in the manner specified above.

ARTICLE 30 **OBLIGATIONS OF SUCCESSORS**

The parties hereto agree that, except as otherwise specified, all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

ARTICLE 31 **SECURITY DEPOSIT**

31.1 Payment. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without liability or interest as security for the faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit

shall not be considered an advance payment of rent or of any other sum due hereunder or as a measure of damages in case of a default by Tenant. The Security Deposit shall not be considered as a trust fund, and Tenant expressly acknowledges and agrees that Landlord is not acting as a trustee or in any fiduciary capacity in controlling or using Tenant's Security Deposit. Landlord, at its option, may maintain the Security Deposit separate and apart from Landlord's general and/or other funds, or may commingle the Security Deposit with Landlord's general and/or other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Concurrently with any adjustment to Minimum Monthly Rental, Tenant shall add to the Security Deposit held by Landlord so that the Security Deposit shall always be equal to the Minimum Monthly Rental.

31.2 Application. If any of the rental herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have under this Lease, use and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse Landlord for Minimum Monthly Rent, Additional Rent, loss or damage or expense sustained by Landlord, and Tenant shall immediately upon demand restore said Security Deposit to the original sum deposited. If Tenant complies with all obligations and promptly pays all rentals and all other sums payable by Tenant to Landlord as and when due, said Security Deposit (or any balance thereof) shall be refunded in full to Tenant without interest at the expiration or termination of the Lease Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rental and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

31.3 Transfer of Landlord's Interest. If Landlord transfers Landlord's interest in the Premises, Landlord may deliver the funds deposited by Tenant under this Article to Landlord's transferee or assignee, and in such event, Landlord shall be discharged from any further liability with respect to such Security Deposit. This Section shall also apply equally to any subsequent transfer of Landlord's interest in the Premises.

ARTICLE 32 BROKERS

Landlord and Tenant each represent and warrant to the other that no real estate broker or finder other than the Broker(s) specified in the Summary has been involved in this transaction. Tenant agrees to indemnify and hold Landlord harmless from any claim, liability, loss or expense for any broker's commission, finder's fee, acquisition fee or like payment asserted against Landlord or Tenant by virtue of a contract or agreement made by Tenant. If no Broker is identified in the Summary, there shall be no obligation on the part of Landlord hereunder to pay any fees or commissions to a broker.

ARTICLE 33 MISCELLANEOUS

33.1 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

33.2 Severability. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33.3 Warranty of Authority. If Tenant hereunder is a corporation or partnership, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) their execution of this Lease is duly authorized by all necessary corporate or partnership proceedings; (ii) Tenant is a valid and subsisting corporation or partnership, duly formed under the laws of its state of formation and is duly qualified to do business in this state, (iii) all franchise, corporate and/or partnership taxes have been paid to date, and (iv) Tenant will file when due all future tax returns, forms, reports, fees and other documents necessary to comply with applicable laws.

33.4 Entire Agreement. This Lease contains all conditions, covenants and agreements between Landlord and Tenant relating in any manner to the Pier Retail/Restaurant Area and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Pier Retail/Restaurant Area or the Premises shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by Landlord and Tenant. Landlord and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. This Lease shall supersede the Prior Lease, which shall be terminated and of no further force or effect after the Commencement Date of this Lease, except for such provisions which survive the expiration or termination of the Prior Lease. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease. Specifically, but without limitation, Tenant acknowledges that Tenant has relied solely on its own investigation and business judgment in its determination to enter into this Lease, that any statements which may have been made by any representative of Landlord concerning the success of Tenant's business and/or the Pier Retail/Restaurant Area and/or the extent of Tenant's sales or profits are based upon that representative's expectations and are not to be considered as promises, covenants or guarantees of success, that the success of Tenant's business and the Pier Retail/Restaurant Area are based upon many factors, including certain factors not within the control of Landlord and certain factors which are within the control of Tenant and that Tenant is not in any way entitled to the benefits of any agreements between Landlord and other tenants which agreements may differ from the terms of this Lease.

33.5 Construction. All of the provisions hereof shall be construed as covenants and not as conditions. Although the printed provisions of this Lease were drawn by Landlord, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including but not limited to any implication that the parties intended thereby to state the converse or opposite of the deleted language.

33.6 Right to Lease. Landlord reserves the absolute right to create such other tenancies in the Pier Retail/Restaurant Area as Landlord, in the exercise of its sole discretion, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or number of occupants of space in the Pier Retail/Restaurant Area after the Commencement Date.

33.7 Governing Law. The laws of the state of California shall govern the validity, performance and enforcement of this Lease.

33.8 Waiver or Consent Limitation. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by Landlord of rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition shall not be construed to be a waiver of any other covenant, terms or conditions, or a waiver of further breach of the same covenants, terms or conditions.

33.9 Force Majeure. For purposes of this Lease, neither Landlord nor Tenant as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations to construct, improve, repair, restore or make other physical improvements under this Lease as a result of the enforced delay in the performance of such obligations where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if notice by the party claiming such extension is given to the other party within thirty (30) days after the commencement of the cause and shall continue for a reasonable period, not to exceed 6 months, during which time the party suffering such delay shall exert its best efforts to cure or eliminate the cause of such delay or prevention. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Nothing contained herein shall be construed to permit delay in the payment of rents or other

monetary obligations, or in the submission of notices, plans, Monthly Statements, Annual Statements or other documentation as may otherwise be required.

33.10 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

33.11 Labor Disputes. Tenant shall perform or cause Tenant's contractor to perform all work in the making and/or installation of any repairs, alterations or Improvements in a manner so as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work or delivery services in the Pier Retail/Restaurant Area. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor disputes, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including but not limited to: (i) removing all parties in dispute from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction to remove such parties from the Pier Retail/Restaurant Area, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

33.12 Additional Assurances. Each of the parties agrees that it will execute such other documents or instruments as may be necessary to carry out and effectuate the purpose and terms of this Lease.

33.13 Gender and Person. Whenever the context of this Lease requires, the neuter, masculine or feminine genders shall each include the others; the singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

33.14 Counterparts. This Lease and the documents, instruments and agreements executed in connection herewith may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

33.15 Time of Essence. Time is of the essence in the performance of this Lease.

33.16 Franchise. If Tenant is to operate a franchise location, Tenant shall, at the request of Landlord, supply Landlord with any and all information related to Tenant's relationship to franchisor; including, but not limited to, any financial reports required by franchisor, and a copy of Tenant's franchise license or other document displaying the ability to use franchisor's name, product, logo, etc. Tenant shall also furnish Landlord with the appropriate information to contact a representative at the office of franchisor with respect to any issue. Landlord may request this information to be supplied prior to signing this Lease.

33.17 Exhibits Incorporated. All exhibits attached hereto and referred to herein are incorporated in this Lease and are expressly made a part hereof.

33.18 Nondiscrimination. Tenant shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis. Tenant hereby agrees that in all matters affecting this Lease, it will comply with all applicable federal, state and local laws and regulations prohibiting discrimination of any kind.

33.19 Independent Contractor. This Lease is by and between Landlord and Tenant and is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of Landlord by Tenant.

33.20 No Conflict of Interest. No member, official, officer, employee, agent, or representative of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Lease. No member, official or employee of City shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

33.21 Acknowledgement, Release and Waiver

TENANT HEREBY ACKNOWLEDGES that the subject Premises located at 204 Fisherman's Wharf, Redondo Beach, California 90277 is subject to pending lawsuits ("Pending Lawsuits") filed against the City that may invalidate or modify this Lease without advance notice. If the lease is invalidated or modified as the result of the Pending Lawsuits, Tenant shall not be entitled to seek damages, equitable relief, or any other type of relief from the City. Notwithstanding the above, Tenant agrees to enter into this Lease.

TENANT HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the City of Redondo Beach, its officials, employees and agents with regard to any and all liability or potential liability to Tenant, its owners, directors, officers, employees, agents, assigns, heirs, and next of kin for any loss or damage, and any claims or demands of any kind resulting from the Pending Lawsuits or any impact or potential impact the lawsuits may have on Tenant or this Lease.

TENANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING ACKNOWLEDGEMENT, RELEASE and WAIVER is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and by Tenant caused these presents to be subscribed and have duly executed this Lease, all on the day and year first above written.

"LANDLORD"
CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand
Mayor

ATTEST:

APPROVED:

Eleanor Manzano
City Clerk

Diane Strickfaden
Risk Manager

APPROVED AS TO FORM:

Michael Webb
City Attorney

"TENANT"
PHONG HOONG, AN INDIVIDUAL
DBA MINI CHINESE RESTAURANT

By _____
Phong Hoong

If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice-president and the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, a certified copy of the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

EXHIBIT A

**PREMISES FLOOR PLAN AND SITE PLAN OF PIER RETAIL/RESTAURANT AREA
(Attached)**

EXHIBIT A

PREMISES FLOOR PLAN AND SITE PLAN OF PIER RETAIL/RESTAURANT AREA

Floor Plan

204 Fisherman's Wharf
Redondo Beach, CA 90277

283 Square feet

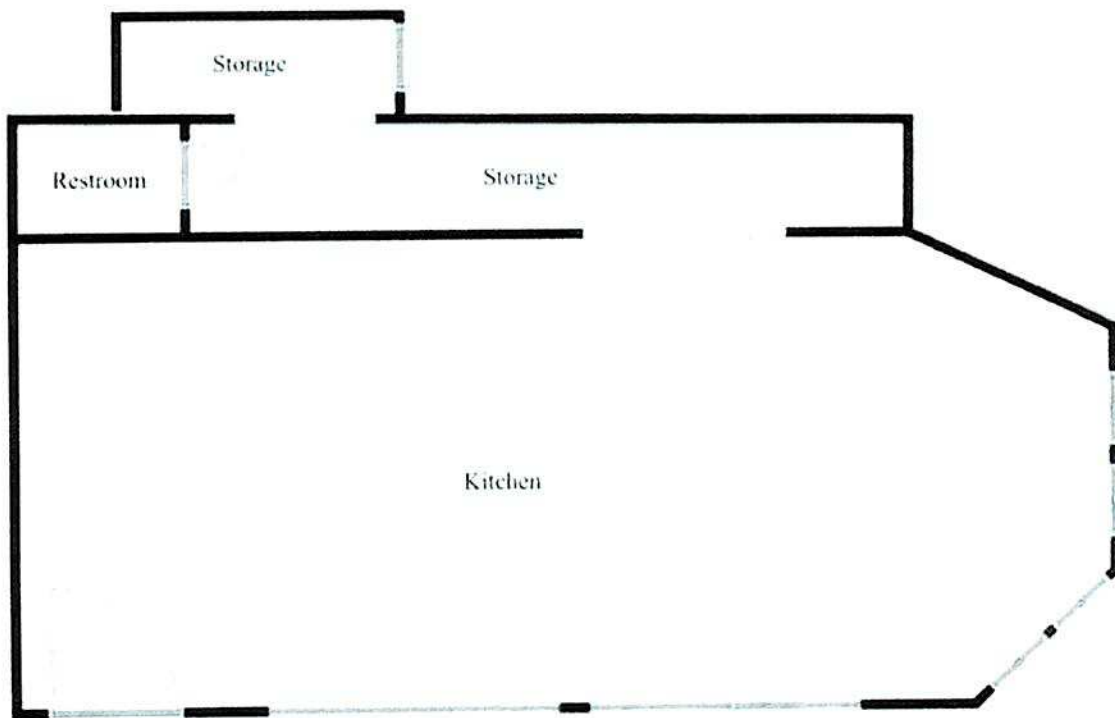




EXHIBIT B

DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES

Description: Space located at 204 Fisherman's Wharf, Redondo Beach, California, 90277, consisting of approximately 283 square feet of space.

Trade name and use of Premises: Take out restaurant selling Chinese and American cuisine, including corn on the cob, but excluding hot dog on a stick or fresh lemonade.

EXHIBIT C

LEASE GUARANTY

THIS LEASE GUARANTY ("**Guaranty**") is made by **Guarantor** _____, in favor of the **CITY OF REDONDO BEACH, a chartered city and municipal corporation** ("**Landlord**"), in connection with that certain lease dated as of _____ (the "**Lease**") pursuant to which Landlord is to lease to _____ ("**Tenant**") those premises generally referred to as _____ Fisherman's Wharf, Redondo Beach, California 90277 (the "**Premises**").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.

2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of

Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default

interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "**Landlord**" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this _____ day of _____, 20__.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

Address of Guarantor:

- *A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the Owner or a Vice Owner, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.
- B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of May 3, 2022 by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as Tenant Space number 204, Redondo Beach Fisherman's Wharf, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Lease is May 3, 2022. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.
2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows: _____.
3. The Lease represents the entire agreement between the parties as to the Premises.
4. Minimum Monthly Rent became payable on May 3, 2022.
5. The Term began on May 3, 2022, and expires on April 5, 2026.
6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$750.00 deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows: _____.
7. Minimum Monthly Rent in the sum of \$_____ per month has been paid through the month of _____, 20___. Monthly Percentage Rent in the sum of \$_____ per month has been paid through the month of _____, 20___. Tenant's Monthly Expense Share in the sum of \$_____ per month has been paid through the month of _____, 20___. Tenant's Association Share in the sum of \$_____ per month has been paid through the month of _____, 20___. Additional Rent in the sum of \$_____ has been paid through _____, 20___ for the following: _____.
8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except _____.

9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Fisherman's Wharf; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Fisherman's Wharf or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: _____.

11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at:

Date:

TENANT:

By: _____

Name: Phong Hoong, an individual dba Mini Chinese Restaurant

Title:

EXHIBIT E

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping experience and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant. All criteria contained herein shall conform to all resolutions, ordinances, general policies and rules of the city of Redondo Beach and the city of Redondo Beach Harbor Department (the City's ordinances, resolutions, etc. shall rule in the event of any conflict).

GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least four copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the tenant or tenant representative prior to installation which have not been done by owner previously
3. Tenant shall be responsible for the fulfillment of all requirements and specifications.
4. All signs shall be constructed and installed at Tenant's expense.
5. All signs shall be reviewed by the Landlord and his designated Project Architect for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics of design shall remain the sole right of the Landlord.
6. Tenant sign contractors to be responsible to obtain all required city and county approvals and permits, including Regional Planning and Building & Safety Division.
7. All Tenants' sign Contractors to be State licensed and shall carry appropriate insurance.

GENERAL SPECIFICATIONS

1. No projections above or below the sign panel will be permitted. Sign must be within dimensioned limits as indicated on the attached drawings.
2. Sign cabinets shall be grey non-illuminated w/white pales face 2'6" x 6" smallest 2'6" x 20" largest. Sizes are determined by store frontage. Tenant is allowed 8" of sign width for every 12" of storefront Typical 15' storefront would have a sign 2'6" x 10'.
3. Letter style will be Century ultra italic (vivid). No florescent colors.
4. Tenant shall be responsible for the cost of installation and maintenance of all signs.

5. The width of the Tenant fascia sign shall not exceed 70% of storefront. The maximum height of the tenant fascia sign shall be 30". Sign shall center on store unless prior approvals are obtained from the Landlord/Developer
6. Tenant's sign contractor shall repair any damages to the Premises caused by his work.

CONSTRUCTION REQUIREMENTS

1. Signs fastening and clips are to be concealed and be of galvanized, stainless aluminum, brass or bronze metals.
2. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an Inconspicuous location.
3. Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefront and the overall concept of the center.
4. Signs may be illuminated at the tenant's expense to run electrical for the signs. These signs would still meet criteria for size, lettering and color.

MISCELLANEOUS REQUIREMENTS

1. Each tenant shall be permitted to place upon each entrance of its demised premises not more than 200 square inches of decal application lettering not to exceed 6" inches in height indicating hours of business, emergency telephone numbers & etc.
2. Except as proved herein, no advertising placards, banners, pennants names, insignias, trademarks, or other descriptive material, shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the buildings without the written previous approval of the Landlord.
3. Each tenant who has a non-customer door for receiving merchandise may apply his name on said door in 4" high block letters and in a location as directed by the Project Architect. Letters shall be placed in the middle of the said door. Where more than one tenant uses the same door, each name and address may be applied. Color of letters shall be black. Letter style shall be Century ultra italic, all capital letters. No other rear entry signs will be permitted.
4. All directory lettering will be provided by Landlord.

Landlord's Initials: _____

Tenant's Initials: _____

EXHIBIT F

PARKING FEE SCHEDULE

Per paragraph 18.4 of the lease and City's standard parking rates in effect at the time and adjustable from time-to-time.

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Pier Retail/Restaurant Area and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Premises. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefor, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Premises without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Premises. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Premises will not be permitted.

3. The Premises shall not be used for lodging. Cooking may only be done or permitted on the premises if a restaurant or food preparation use has been approved under this Lease except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

4. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Premises for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done

to the effects of any tenant by any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises.

5. Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Premises.

6. Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator, if any, shall be available for use by all tenants subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Premises must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Premises. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Premises or Common Area by moving or maintaining such property shall be repaired at the expense of tenants.

7. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance of Tenant's approved equipment, such as approved cooking equipment for a restaurant. Tenant shall not use any method of heating or air conditioning other than that approved by Landlord. Tenant shall not use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Pier Retail/Restaurant Area by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business nearby, nor shall any animals or birds be brought or kept in the Premises. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

8. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Premises.

9. Except as expressly set forth in the Lease, Landlord establishes the Minimum Hours of Operation as reasonable and usual business hours. If during any other hours or any other days, Tenant desires to have any services or utilities supplied to Tenant, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such Tenant is obligated to pay shall be deemed to be additional rent under such Tenant's lease.

10. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of the air conditioning system (if any). Tenant agrees not to connect any apparatus device, conduit or pipe to the Premises chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Premises or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

11. Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of Tenant's lease or to perform any act or thing for the benefit of Tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

12. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Pier Retail/Restaurant Area of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Pier Retail/Restaurant Area during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

13. The directory of the Pier Retail/Restaurant Area will be provided for the display of the name and location of Tenant the expense of such Tenant. Periodic revisions and updating shall be provided by Landlord without charge.

14. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Premises without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the inside of the window. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Premises' heating or air conditioning system (if any).

15. Tenant shall ensure that the doors of its Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall compensate for all injuries sustained by other tenants or occupants of the Pier

Retail/Restaurant Area or Landlord.

16. Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the Premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Pier Retail/Restaurant Area, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

17. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker, or other device on the roof or exterior walls of the Premises. No television or radio or recorder shall be played in such a manner as to be audible outside the Premises and cause a nuisance to any other tenant.

18. There shall not be used in any space, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Pier Retail/Restaurant Area or kept in or about its premises.

19. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

20. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Pier Retail/Restaurant Area are prohibited, and each tenant shall cooperate to prevent the same.

21. The requirements of tenants will be attended to only upon application in writing to Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

22. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of Premises.

23. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Pier Retail/Restaurant Area and for the preservation of good order therein.

24. All construction projects and tenant improvement work must conform to the City's Municipal Code.

29. Tenant agrees that all employees will park in the rear of the parking structure and that the westward parking spaces are to be reserved for customers.

30. Tenant agrees to limit the sale of beer and alcohol to:

- Prior to 10:30 AM: No beer or alcohol sales.
- 10:30 AM – 12:00 PM: Alcohol sold only with food orders.
- After 12:00 PM: Beer sales will be limited to a maximum size of a 16 oz. container.
- If alcohol is to be served in a disposable container, the container must contain a printed logo or brand of Tenant.

31. Tenant shall display and enforce signage indicating that a “no shirt, no shoes, no service” policy is in effect.

EXHIBIT G

LEASE RIDER
(if applicable)

EXHIBIT H

LEASE CONFIRMATION

TO:

DATED: May 3, 2022

Re: Lease dated May 3, 2022 by and between CITY OF REDONDO BEACH a chartered city and municipal corporation as Landlord, and Phong Hoong, an individual dba Mini Chinese Restaurant as Tenants (the "Lease") for those premises generally referred to as 204 Fisherman's Wharf, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is May 3, 2022 and that the Expiration Date of the Lease is April 5, 2026.

Very truly yours,

Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

By:
Its:

By:
Its:

EXHIBIT I

TENANT IMPROVEMENTS
(if applicable)

EXHIBIT J

Recording requested by
and when recorded return to:

CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277
Attn: City Clerk

No Recording Fee
Exempt pursuant to Government Code § 6103

▪

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of May 3, 2022, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and Phong Hoong, an individual, dba Mini Chinese Restaurant hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (hereinafter, "Lease") dated May 3, 2022, for certain premises which are located on real property which is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease and Addendum are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease, as amended, provides that a short form memorandum of the Lease shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of: take out restaurant selling Chinese and American cuisine and corn on the cob but excluding hot dogs on sticks and fresh lemonade.

2. Unless earlier terminated, the term of the Lease shall expire on April 5, 2026.

3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant caused these presents to be subscribed, all as of the day and year first above written.

CITY OF REDONDO BEACH

William C. Brand
Mayor

ATTEST:

Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

Michael Webb
City Attorney

PHONG HOONG, AN INDIVIDUAL
DBA MINI CHINESE RESTAURANT

Phong Hoong

State of California }
 } ss.
 County of Los Angeles }

On _____, 20__, before me, _____, a Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(seal)

State of California }
County of Los Angeles } ss.

On _____, 20__, before me, _____, a Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)

REDONDO BEACH FISHERMAN'S WHARF

LEASE

BETWEEN

CITY OF REDONDO BEACH,
A CHARTERED MUNICIPAL CORPORATION

LANDLORD

AND

TONY TRAN
DBA MINI CHINESE RESTAURANT

TENANT

DATED AS OF

APRIL 6, 2021

SUMMARY OF LEASE PROVISIONS:

The information provided below is a summary of detailed provisions set forth in this Lease agreement by and between Landlord and Tenant identified below. This summary is intended to provide an overview only and is not intended to alter, limit or expand the provisions set forth at length in the Lease. In the event of any conflict between the information in this summary and any other provision of this Lease, the latter shall control.

Date of Execution: April 6, 2021.

Landlord: The City of Redondo Beach, a Chartered City and Municipal Corporation.

Location: Portion of the Redondo Beach Waterfront commonly referred to as the Redondo Pier.

Premises: That certain location in the Pier Retail/Restaurant Area commonly known as Tenant Space number 204 Fisherman's Wharf, comprised of approximately 283 square feet of Floor Area (as more particularly described in **Exhibit B**).

Tenant: Tony Tran, an individual, dba Mini Chinese Restaurant

Tenant's Trade Name: Mini Chinese Restaurant (**Exhibit B**)

Use of Premises: Take-out restaurant selling Chinese and American cuisine, including corn on the cob; but no hot dogs on a stick or fresh lemonade (**Exhibit B**)

Lease Term: Five years, subject to Landlord's right to cancel upon Twelve months' prior written notice. (see Section 5.2)

Options to Extend Lease Term: None

Commencement Date: April 6, 2021.

Expiration Date: April 5, 2026.

Minimum Monthly Rent: Three Hundred Twenty Dollars (\$1,618.76) per month (\$5.72 Base Rent) and a three percent (3%) increase on the first anniversary of the Commencement Date and annually thereafter.

Monthly Percentage Rent: Eleven percent (11%) of Gross Sales (see Section 7.4).

Tenant's Monthly Expense Share: Tenant to pay its pro rata share of all applicable property operating expenses, including Common Area Maintenance (CAM) expenses, which is derived by dividing the Premises leased space by the total square footage of the Location. The pro rata share of operating expenses is 2.32%.

Tenant's Association Share: 0.2% (2/10ths of 1%) of Gross Sales for advertising and promotion (see Article 27).

Address for Notices (Article 29):

TO LANDLORD:

City of Redondo Beach
Waterfront and Harbor Director
415 Diamond Street
Redondo Beach, CA 90277

City of Redondo Beach
City Attorney
415 Diamond Street
Redondo Beach, CA 90277

TO TENANT:

Tony Tran
204 Fisherman's Wharf
Redondo Beach, CA 90277

Security Deposit: Seven Hundred Fifty Dollars (\$750.00) on deposit under Prior Lease

Guarantors: None

Name and location of competing business or operation not subject to Non-Competition provisions (Section 15.3): None

Rider to Lease: No

Brokers:

Landlord: BC Urban
Tenant: None.

Table of Contents

ARTICLE 1	DEFINITIONS	1
ARTICLE 2	EXHIBITS	7
ARTICLE 3	PREMISES	8
3.1	Lease of Premises.....	8
3.2	Agreements Affecting Lease.....	8
3.3	Landlord's Reservations	8
3.3.1	Regarding the Pier Retail/Restaurant Area.....	8
3.3.2	Regarding the Premises	9
3.3.3	Regarding the City as Regulator.....	9
ARTICLE 4	USE AND POSSESSION	9
4.1	Tenant's Business	9
4.2	Compliance with Agreements, Laws, etc; Rules and Regulations; Insurance Requirements.....	9
4.3	Release	10
4.4	Use of the Premises	10
4.5	Prohibited Uses	11
4.6	Safety Requirements	12
4.7	Compliance with Law	13
4.8	Rules and Regulations.....	13
4.9	Food Service Use	14
ARTICLE 5	TERM	15
5.1	Term.....	15
5.2	Early Termination	15
5.3	No Relocation Assistance	16
ARTICLE 6	HOLDING OVER.....	16
ARTICLE 7	RENT	16
7.1	Minimum Monthly Rent	16
7.2	Payment of Tenant's Monthly Expense Share.....	17
7.3	Adjustment To Minimum Monthly Rent.....	17
7.4	Monthly Percentage Rent.....	17
7.4.1	Default Monthly Percentage Rent.....	18
7.4.2	Calculation and Adjustment of Monthly Percentage Rent Payments	18
7.4.3	Record Keeping	18
7.4.4	Monthly and Annual Statements	19
7.4.5	Right to Inspect and Audit.....	19
7.5	Additional Rent	20
7.6	Failure To Pay Items Required Under Article 7.....	20
7.7	Application of Payments	20
7.8	Address for Payments	20
ARTICLE 8	UTILITIES.....	20
8.1	Indemnification	21
8.2	Utility Charges	21
8.3	No Overloading.....	21
8.4	Discontinuance.....	21

8.5	Additional Utility Programs	21
8.6	Utility Service by Landlord.....	22
ARTICLE 9	INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION	22
9.1	Indemnity	22
9.2	Release	23
9.3	Waiver of Subrogation	23
9.4	Insurance Provided by Tenant.....	24
9.4.1	Comprehensive General Liability.....	24
9.4.2	Plate Glass.....	24
9.4.3	Boiler and Machinery.....	24
9.4.4	Direct Property Damage.....	24
9.4.5	Workers Compensation.....	25
9.4.6	Employer's Liability	25
9.4.7	Liquor Liability	25
9.4.8	Business Interruption.....	25
9.4.9	Motor Vehicle Liability.....	25
9.4.10	Policy Form.....	25
9.5	Blanket Coverage.....	26
9.6	Insurance Provided by Landlord	27
9.7	Actions Affecting Insurance.....	27
9.8	Hazardous Materials.....	27
9.9	Adjustment of Coverage	28
ARTICLE 10	TENANT'S RIGHT TO MAKE ALTERATIONS	28
10.1	Landlord's Consent.....	28
10.2	Ownership and Surrender of Alterations.....	29
10.3	Liens.....	29
10.4	Additional Requirements	30
10.5	Compliance with Applicable Prevailing Wage Requirements	30
ARTICLE 11	MECHANICS' LIENS	31
11.1	No Liens.....	31
11.2	Notices of Non-Responsibility	31
11.3	Security for Contested Claims.....	32
11.4	Landlord's Rights	32
ARTICLE 12	ADVERTISING MEDIA.....	32
12.1	Approved Advertising.....	32
12.2	Landlord's Consent Required	32
12.3	Advertising Outside Premises	32
ARTICLE 13	FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES.....	33
13.1	Removable Trade Fixtures	33
13.2	Improvements and Tenant's Work.....	33
13.3	Taxes on Improvements and Fixtures	33
13.4	Notice of Possessory Interest; Payment of Taxes and Assessments.....	33
ARTICLE 14	ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP.....	34
14.1	Prohibition Against Transfer.....	34
14.2	Restrictions on Transfer	34
14.3	No Release from Liability	35
14.4	Transferees's Obligations	35
14.5	Assignee's or Subtenant's Rent.....	35
14.6	Further Restrictions.....	35
ARTICLE 15	TENANT'S CONDUCT OF BUSINESS.....	36
15.1	Continuous Operation	36
15.2	Hours of Operation.....	36
15.3	Non-Competition	37

ARTICLE 16	REPAIRS AND MAINTENANCE	37
16.1	Tenant's Maintenance	37
16.2	Landlord's Right to Repair	38
16.3	Surrender of Premises	38
16.4	Landlord's Maintenance	38
16.5	Landlord's Entry	39
16.6	Display	39
ARTICLE 17	RECONSTRUCTION	39
17.1	Damage or Destruction by Casualty	40
17.2	Termination Upon Substantial Damage	40
17.3	Commencement of Restoration	40
17.4	No Abatement of Rent	40
17.5	Remedies Limited	41
ARTICLE 18	COMMON AREAS	41
18.1	Use of Common Areas	41
18.2	Common Area Maintenance	41
18.3	Control of Common Areas	42
18.4	Parking	42
ARTICLE 19	BANKRUPTCY; INVOLUNTARY TRANSFERS	43
19.1	Election to Assume Lease	43
19.2	Conditions of Assumption	43
19.3	Adequate Assurance	45
19.4	Occupancy Charges	46
19.5	Consent	46
19.6	Insolvency	46
19.7	Other Laws	47
ARTICLE 20	DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION	47
20.1	Events of Default	47
20.2	Notices	47
20.3	Additional Assurances	48
20.4	Landlord's Rights and Remedies	48
20.5	Landlord's Damages	49
20.6	Fixtures and Personal Property	50
20.7	No Waiver	51
20.8	Termination and Surrender of Possession	51
20.9	Self Help	51
20.10	Limitation on Setoffs, Counterclaims	52
20.11	Interest	52
ARTICLE 21	DEFAULTS BY LANDLORD; REMEDIES	52
ARTICLE 22	EMINENT DOMAIN	53
22.1	Taking Resulting in Termination	53
22.2	Award	53
22.3	Partial Taking	54
22.4	Transfer under Threat of Taking	54
ARTICLE 23	ATTORNEYS' FEES	54
ARTICLE 24	SALE OR MORTGAGE BY LANDLORD	54
24.1	Sale or Mortgage	54
24.2	Landlord's Successor	54
24.3	Release on Sale	54
ARTICLE 25	MASTER DOCUMENTS AND LOAN CONSIDERATIONS	54
25.1	Subordination	55
25.2	Attornment	55

25.3	Notice to Holder of Encumbrance.....	55
25.4	Confirmation and Recordation	55
25.5	Estoppel Certificate	55
ARTICLE 26	QUIET POSSESSION	56
ARTICLE 27	TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION.....	56
ARTICLE 28	CAPTIONS AND TERMS	57
ARTICLE 29	NOTICES.....	57
ARTICLE 30	OBLIGATIONS OF SUCCESSORS.....	57
ARTICLE 31	SECURITY DEPOSIT.....	57
31.1	Payment.....	57
31.2	Application.....	58
31.3	Transfer of Landlord's Interest	58
ARTICLE 32	BROKERS	58
ARTICLE 33	MISCELLANEOUS	59
33.1	Relationship of the Parties	59
33.2	Severability	59
33.3	Warranty of Authority.....	59
33.4	Entire Agreement	59
33.5	Construction	60
33.6	Right to Lease	60
33.7	Governing Law	60
33.8	Waiver or Consent Limitation.....	60
33.9	Force Majeure	60
33.10	Waiver of Rights of Redemption	61
33.11	Labor Disputes	61
33.12	Additional Assurances	61
33.13	Gender and Person	61
33.14	Counterparts	61
33.15	Time of Essence	61
33.16	Franchise	61
33.17	Exhibits Incorporated	61
33.18	Nondiscrimination.....	62
33.19	Independent Contractor	62
33.20	No Conflict of Interest	62
33.21	Acknowledgement, Release and Waiver	69

EXHIBITS

EXHIBIT A	-	Site Plan of Pier Retail/Restaurant Area
EXHIBIT B	-	Description of the Premises, Trade Name and Use of Premises
EXHIBIT C	-	Guaranty of Lease – N/A
EXHIBIT D	-	Estoppel Certificate
EXHIBIT E	-	Sign Criteria
EXHIBIT F	-	Pier Retail/Restaurant Area and Parking Rules and Regulations
EXHIBIT G	-	Rider to Lease – N/A
EXHIBIT H	-	Confirmation of Lease
EXHIBIT I	-	Tenant Improvements – N/A
EXHIBIT J	-	Memorandum of Lease

**REDONDO BEACH FISHERMAN'S WHARF
LEASE**

This Lease ("Lease") is made as of April 6, 2021, by and between the CITY OF REDONDO BEACH, a Chartered City and Municipal Corporation ("Landlord") and TONY TRAN, AN INDIVIDUAL DBA MINI CHINESE RESTAURANT ("Tenant").

RECITALS

A. The State of California has granted to Landlord certain tidelands on the conditions that Landlord develop, improve and operate such lands as a harbor. Landlord has developed, improved and is currently operating the area commonly known as Redondo Beach Harbor (the "Harbor Area"), which includes tide and submerged lands and uplands. As part of the Harbor Area, Landlord has constructed a pier known as the Redondo Beach Pier (the "Pier") within the Harbor Area, and maintains the Pier for recreational uses.

B. Landlord, by assignment and assumption, and Tenant are parties to that certain Sub-Lease Agreement, dated as of April 1, 1985, for Tenant's lease of the Premises (the "Prior Lease"). The Premises (defined below) is located on the Pier. Tenant acknowledges that as a result of Tenant's past occupancy of the Premises and operation of its business thereon, it is thoroughly familiar with the condition of the Premises.

C. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, a certain portion of the Improvements on the Pier Retail/Restaurant Area described herein as the Premises upon and subject to the terms, provisions and conditions of this Lease. Landlord and Tenant desire for this Lease to supersede and replace the Prior Lease.

D. Landlord is planning to undertake a comprehensive revitalization of the Harbor Area, which may include the conveyance and/or redevelopment of the Pier. Landlord has disclosed to Tenant that Landlord may desire to terminate this Lease prior to the end of the Term in connection with Landlord's planned revitalization of the Harbor Area and Pier.

In consideration of the promises, conditions and covenants set forth herein, Landlord and Tenant hereby agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Lease, the following underlined terms shall have the meaning ascribed to them:

Additional Rent. All sums of money required to be paid pursuant to the terms of this Lease, including but not limited to the sums to be paid pursuant to Article 7, Article 8 and Section 18.2.

Assignment. Any (i) transfer, assignment, subletting, license, concession, change of ownership, mortgage or hypothecation of the Lease or of any portion of the Premises (as defined below) by Tenant or (ii) if Tenant is a business entity other than a publicly traded corporation, the

transfer, assignment or hypothecation of more than twenty-five percent (25%), in the aggregate, of the equity, securities or voting control of Tenant.

City. The City of Redondo Beach, a chartered city and municipal corporation.

CPI. The Consumer Price Index-All Consumers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics. Should the Bureau discontinue the publication of the Index, or publish the same less frequently or on a different schedule, or alter the same in some other manner including, but not limited to, changing the name of the Index or the geographic area covered by the index, Landlord and Tenant shall adopt a substitute index or procedure which reasonably reflects and monitors consumer prices.

Commencement Date. The Commencement Date shall be the Commencement Date in the Summary.

Common Area. All improved and unimproved areas within the exterior boundaries of the Pier Retail/Restaurant Area that are provided and designated by Landlord from time to time for the general and common use, benefit and/or convenience of Landlord and/or other tenants in the Pier Retail/Restaurant Area and/or their respective authorized representatives and invitees. The Common Area are those areas, facilities and equipment of the Pier Retail/Restaurant Area outside the Tenant Spaces and other premises for the exclusive use of Landlord or a tenant, and include without limitation, pedestrian walkways and patios, pier decking, landscaped areas, sidewalks, service corridors, public restrooms, stairways, non-structural portions of the roofs and exterior walls, plazas, malls, thoroughways, loading areas and parking areas. The common areas as they exist at the Commencement Date of this Lease are outlined in Exhibit A, which are depicted for the sake of conceptual reference only and not to establish exact locations or boundaries.

Common Area Expenses. All expenses incurred in connection with maintenance of the Common Areas including but not limited to all sums expended in connection with all general maintenance, repairs, resurfacing, painting, restripping, cleaning, sweeping and janitorial services; maintenance and repair of signs; sprinkler systems, planting and landscaping; lighting and other utilities; heating, ventilating and air conditioning costs and systems; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems; lighting systems, storm drainage systems and other utility systems; salaries and costs of workers' compensation insurance covering personnel to implement such services including, if Landlord deems necessary, the cost of security guards; real and personal property taxes and assessments on the Improvements and land comprising the Common Areas; any governmental imposition or surcharge imposed on and/or assessed against any portion of the Common Areas; depreciation, maintenance and operating costs of machinery and equipment used in connection with the Common Areas (if owned) and rental paid for such machinery and equipment (if rented); adequate public liability and property damage insurance on the Common Areas; fire and extended coverage insurance (and earthquake and other natural disaster coverage insurance if Landlord obtains and maintains such coverage); licensing fees; pest extermination; and amounts paid by Landlord as a result of personal injury or property damages, whether due to lack of insurance, deductible amounts or otherwise. In addition, Common Area Expenses shall include an amount for accounting, bookkeeping and

collection of the expenses associated with the Common Areas equal to ten percent (10%) of the total of the above expenses associated with Common Areas for each calendar year. Landlord may cause any or all services associated with the Common Areas to be provided by an independent contractor or contractors.

Should Landlord acquire or make available additional land not currently shown as part of the Pier Retail/Restaurant Area (as defined below), and make said land available for parking or other Common Area purposes, then Common Area Expenses shall also include all of the aforementioned expenses and costs incurred and paid in connection with said additional land.

Environmental Damages. All claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances and liens, and any other costs and expenses, resulting from the existence on or in, or release to the ground or air of Hazardous Materials in violation of or alleged to be in violation of the laws applicable thereto, including any attorneys' fees, disbursements, consultant's fees and other costs resulting from (a) investigation and defense of any alleged claim and (b) directive of any Governmental Agency, whether or not the claims or directives are groundless, false or fraudulent or ultimately defeated, and (c) any settlement or judgment.

Floor Area. All areas within the Pier Retail/Restaurant Area which are held for the exclusive use and occupancy by specific tenants of Landlord, measured from the exterior surface of exterior walls (and, in the case of openings, from extensions thereof), and from the center of interior partitions, including, but not limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas, and employee areas.

Governmental Agency. Any Federal, State, County or City authority having appropriate jurisdiction, any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof.

Gross Sales. The gross selling price (including finance charges) of all merchandise or services sold, leased, licensed, or delivered in or from the Premises by Tenant, its permitted subtenants, licensees, or concessionaires, whether for cash or on credit (whether collected or not), including the gross amount received by reason of orders taken on the Premises although filled elsewhere, and whether made by store personnel or vending machines and all deposits not refunded to purchasers. Any transaction on an installment basis, including, without limitation, any "lay-away" sale, gift certificate or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. All sales originating and orders taken, from or at the Premises, whether the orders are made by telephone, mail or any electronic device even if the order is filled elsewhere, shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another location for collection, and although actual filling of the sale or service order or actual delivery of the merchandise may be made from a place other than the Premises. Gross Sales also shall include any sums that Tenant receives from pay telephones, stamp machines, music machines, amusement machines, or public toilet locks, as well as all admission, entry and other fees of any nature or kind charged by Tenant, its agents,

sublessees, concessionaires or licensees. Gross Sales in credit card transactions shall include only the actual amount received by Tenant from the credit card issuer.

In addition, the term Gross Sales as used in this Lease shall not include the full retail price of California State Lottery tickets sold from the premises, but shall include the full amount of compensation and any incentive bonuses paid to and received by Tenant for such sales, as such compensation and bonuses are determined from time to time by the State Lottery Commission and Director under California Government Code §8880.51 and other applicable California laws.

Gross Sales shall not include, or if included there shall be deducted (but only to the extent they have been included), the following:

1. The selling price of all merchandise returned by customers and accepted for full credit, or the amount of discounts, refunds, and allowances made on such merchandise.

2. Merchandise returned to sources or transferred to another store or warehouse owned by or affiliated with Tenant.

3. Sums and credits received in the settlement of claims for loss of or damage to merchandise.

4. The price allowed on all merchandise traded in by customers for credit or the amount of credit for discounts and allowances made instead of acceptance of merchandise.

5. Any sums paid to third parties for the use or rental of pay telephones, stamp machines, music machines, amusement machines, or public toilet locks.

6. Sales and use taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or in the future imposed on the sale of merchandise or services, but only if such taxes are added to the selling price, separately stated, collected separately from the selling price of merchandise or services, and collected from customers.

7. Sales of fixtures, trade fixtures, or personal property that are not merchandise as allowed in this lease.

Guarantors. The Guarantors, if any, are set forth in the Summary attached hereto and made a part hereof.

Harbor Area. The area commonly known as Redondo Beach Harbor.

Hazardous Materials. (a) Any petroleum or petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials or pollutants which (i) pose a hazard to the Pier Retail/Restaurant Area or to persons on or about the Pier Retail/Restaurant Area or (ii) cause the Pier Retail/Restaurant Area to be in violation of any Hazardous Materials Laws; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which

contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response' Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; Sections 25115, 25117, 25122.7, 25140, 25281, 25316, and 25501 of the California Health and Safety Code; and Article 9 or Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Pier Retail/Restaurant Area or the owners and/or occupants of property adjacent to or surrounding the Pier Retail/Restaurant Area.

Impositions. The term "Impositions" shall mean all taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public Improvements or benefits, which shall be laid, assessed, levied, or imposed upon the Pier Retail/Restaurant Area and the Common Areas or any part thereof and which are payable at any time during the term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Landlord's reasonable administrative costs and any and all costs incurred by Landlord in contesting or negotiating the taxes with any governmental authority, except only franchise, estate, inheritance, succession, capital levy, transfer, income and excess profits taxes imposed upon Landlord.

Improvements. Structures, construction, alterations, additions and/or changes to the Pier Retail/Restaurant Area, the Common Areas or the Premises, as the context requires.

Landlord. City or any successor to or assignee of Landlord's interest in the Pier Retail/Restaurant Area.

Lease Year. For the first Lease Year, the period commencing on the Commencement Date and ending on the immediately next June 30th, whether in the same calendar year or the following calendar year, and thereafter, the period of 12 consecutive months commencing with each July 1st thereafter and ending on the following June 30th, the calendar year next following the Commencement Date except that the last Lease Year means the period commencing on January 1st of the year in which this Lease terminates or expires and ending on the date of such termination or expiration.

Lender. Any construction, interim or permanent lender, or any mortgagee, trustee or beneficiary under a mortgage or deed of trust to which the Premises, the Pier Retail/Restaurant Area, and/or any part thereof is subject pursuant to an agreement with Landlord.

Master Documents. This Lease shall be subordinate to the Tidelands Trust instruments and any master lease, pursuant to which Landlord owns its estate, and any other document reasonably deemed relevant by Landlord, all of which are on file with Landlord.

Maximum Lawful Rate of Interest. The maximum lawful rate of interest shall be 300 basis points (3%) above the prime rate of interest announced by the Bank of America at its San Francisco office as charged to corporate borrowers of the highest standing for short term unsecured obligations (but in no event in excess of the maximum rate of interest then permitted to be charged by California law).

Minimum Hours of Operation. The minimum hours of operation shall be 11:00 am through 8:00 pm during each day of the Months of May, June, July, August and September; and 11:00 am through 6:00 pm during each day for any other Month (subject to change as provided for below).

Minimum Monthly Rent. Minimum Monthly Rent as specified in the Summary, payable Monthly in advance as increased pursuant to the terms of Article 7.

Month or Monthly. A calendar month period within each Lease Year, except that with regard to payments that are to be made Monthly, the first Monthly period shall commence on the date the Term commences and the last Monthly period shall end on the date the Term expires or terminates.

Monthly Percentage Rent. The Monthly Percentage Rent is that percentage of the Gross Sales during each Month as set forth in the Summary.

Pier. The Redondo Beach Pier.

Pier Retail/Restaurant Area. The Improvements which are a part of the Redondo Beach Pier Area ("Pier Area") of the Redondo Harbor Properties and the Redondo Beach Harbor Enterprise, and which comprise the retail shops in the Pier Area. The Pier Retail/Restaurant Area, of which the Premises is a part, is located on the real property ("Property") located in Redondo Beach and further described in Exhibit A.

Premises. That portion of the Pier Retail/Restaurant Area known as the Tenant Space number referred to above in the Summary, which numbered Tenant Space is located as shown on Exhibit B. The Minimum Monthly Rent is not based on the actual square footage as may be found by more exact measurement, and deviation from the approximations of Floor Area used to describe the Tenant Space herein shall not cause a change in the Minimum Monthly Rent.

Principal Owner. Any person or entity which owns or has the power to vote at least twenty-five percent (25%) of the equity securities (whether stock, partnership interests or otherwise) of Tenant.

Prior Lease. The lease between Landlord and Tenant in effect prior to the Commencement Date of this Lease.

Reconstruction. The repair, reconstruction and restoration of the Premises following a casualty, as described in Article 17.

Removable Trade Fixtures. All personal property of Tenant not permanently affixed to the Premises, including but not limited to shelves, racks, signs, displays, counters and mirrors, which can be removed without damage to the Premises.

Security Deposit. The amount of the Security Deposit is set forth in the Summary, and is payable by Tenant to Landlord pursuant to Article 31.

Summary. The Summary is the Summary of Lease Provisions attached at the front of this Lease and made a part hereof.

Tenant. The Tenant is identified in the Summary and on the first page of this Lease.

Tenant's Estoppel Certificate. A written statement by Tenant, substantially in the form of Exhibit D, with respect to the Lease, as required by Section 25.5.

Tenant Spaces. Those certain spaces designed for the possession and occupancy of businesses and tenancies under lease from Landlord as depicted on Exhibit B.

Tenant's Monthly Expense Share. Tenant's Monthly Expense Share is set forth in the Summary.

Term. The term of this Lease is set forth in the Summary, commencing on the Commencement Date.

ARTICLE 2 EXHIBITS

The Summary set forth above and the following drawings and special provisions are attached hereto as Exhibits and are incorporated herein by this reference:

Exhibit A: General site plan of the Pier Retail/Restaurant Area.

Exhibit B: Authorized use of the Premises and Tenant's trade name.

Exhibit C: Guaranty of Lease – NOT APPLICABLE.

Exhibit D: Tenant's Estoppel Certificate.

Exhibit E: Sign Criteria.

Exhibit F: Rules and Regulations.

Exhibit G: Rider to Lease – NOT APPLICABLE.

Exhibit H: Confirmation of Lease

Exhibit I: Tenant Improvements – NOT APPLICABLE

Exhibit J: Memorandum of Lease

ARTICLE 3 PREMISES

3.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, for the Term, for the Monthly Rent, and upon the covenants and conditions set forth in this Lease. Prior to entering into this Lease, Tenant has made a thorough and independent examination of the Premises and all matters related to Tenant's decision to enter into this Lease. As the occupant of the Premises pursuant to the Prior Lease, Tenant is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meets Tenant's needs. Tenant agrees that Tenant shall accept the Premises "AS IS" in the condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances and governmental regulations and orders. Landlord shall have no responsibility for any work or Improvements which may be required to prepare the Premises for Tenant's use, or for any work in remodeling the Premises, unless specifically set forth on Exhibit I attached. Tenant acknowledges that neither Landlord nor any agent or representative of Landlord has made any representation as to the condition of the Premises, the suitability of the Premises for Tenant's intended use or the economic feasibility of the business Tenant intends to conduct. This Lease confers no rights of possession to Tenant to that portion of Pier Retail/Restaurant Area lying outside of the exterior walls, floor and roof of the Premises, the airspace more than seven (7) feet above the top of the roof of the building that is a part of the Premises, or to the Common Areas.

3.2 Agreements Affecting Lease. This Lease is subject to the Master Documents, which are hereby incorporated by reference. Upon written demand of Landlord, Tenant shall execute, acknowledge and deliver to Landlord for recording a subordination agreement whereby this Lease is subordinated to any of the Master Documents and any amendments thereto provided Tenants' rights under this Lease are not substantially or materially altered.

3.3 Landlord's Reservations.

3.3.1 Regarding the Pier Retail/Restaurant Area. Landlord may change the name of the Pier Retail/Restaurant Area. Tenant acknowledges that the Improvements shown in Exhibit A and the identity of any tenant shown thereon are subject to changes, alterations, additions and deletions as the Landlord may direct. Landlord may change the shape, size, location, number and extent of the Improvements on the site plan as shown on Exhibit A, and eliminate or add any Improvements to any portion of the Pier Retail/Restaurant Area. Landlord reserves to itself the use of the roof, exterior walls, and the equipment, machinery, connections, pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Pier Retail/Restaurant Area, all in a manner and in locations which will not unreasonably interfere with Tenant's use of the Premises. Tenant's consent shall not be required for the creation of any covenants, easements or rights of way which are created by or required by Landlord or by any governmental authority.

3.3.2 Regarding the Premises. Landlord shall not materially change the size or location of the Premises without Tenant's prior written consent, which shall not be unreasonably withheld, after the Commencement Date. Landlord reserves the right to enter the Premises for purposes of inspection and repairs as set forth in Section 16.5, for self-help as set forth herein, for the installation and maintenance of sprinkler equipment, and at all times in case of emergency.

3.3.3 Regarding the City as Regulator. Tenant acknowledges and agrees that neither this Lease nor any other agreement with City in its proprietary capacity as Landlord shall bind the City in its regulatory capacity and that nothing contained herein is an agreement of the City as a governmental body having regulatory jurisdiction of the Premises to issue or grant to Tenant any permit including building, land use, occupancy, and health permits. Tenant shall be required to apply for and obtain all permits including building and land use permits needed from the City in its governmental regulatory capacity, and to comply with all laws, ordinances, rules and regulations of City governing the construction, use and occupancy of the Premises. Tenant further acknowledges that Tenant shall not have the right to apply for building and land use permits without Landlord's written consent, which may be withheld in the sole discretion of Landlord.

ARTICLE 4 USE AND POSSESSION

4.1 Tenant's Business. Upon and after the Commencement Date Tenant shall use the Premises at all times for the sole purpose of conducting therein the business described and under the trade name as set forth in, Exhibit B, and for no other purpose or use and under no other trade name. Tenant shall not by any means or device, either directly or indirectly, violate the aforementioned restrictions on the use of the Premises.

4.2 Compliance with Agreements, Laws, etc; Rules and Regulations; Insurance Requirements.

4.2.1 Tenant shall not use or permit to be used the Premises or any part thereof for any purpose or use in violation of the Master Documents, this Lease or in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to any occupant of the Pier Retail/Restaurant Area or a public or private nuisance, including but not limited to the production of deleterious or offensive odors (which shall in all instances for purposes of this Lease include any and all food and cooking odors), or that will damage the reputation of the Pier Retail/Restaurant Area or any part thereof, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the premium rate of or make inoperative any policy or policies of insurance at any time carried on the property, buildings or Improvements on the Pier Retail/Restaurant Area or the Property or any part thereof.

4.2.2 Tenant shall not violate or permit the violation of, and at Tenant's cost and expense shall comply with or cause to be complied with, at all times during the term, all provisions of this Lease and the Master Documents affecting the Pier Retail/Restaurant Area and all laws, ordinances, rules, regulations and orders of all governmental authorities (including, without limitation, the Tidelands Trust) affecting the Pier Retail/Restaurant Area and the operation of any

business therein and, without limiting the generality of the foregoing, Tenant shall, at its cost and expense, procure all licenses, permits or other authorizations required in connection with any operation conducted in the Premises. Tenant shall pay for any and all changes to the remainder of the Pier Retail/Restaurant Area outside the Premises required or necessitated by or in any way due to this Lease and/or Tenant's required or permitted activities (including construction) hereunder.

4.3 Release. Tenant hereby releases Landlord from any liability for any loss or damage should Tenant's use and occupancy of the Premises for the purposes set forth in this Lease be prohibited or impaired by reason of any zoning, law, ordinance or regulation of federal, state, county or municipal governments, or by reason of any act of legal or governmental or other public authority, including without limitation, ballot initiatives.

4.4 Use of the Premises. Tenant shall at all times and at Tenant's cost and expense during the term (and shall cause its occupants to, as appropriate):

(1) Maintain the Premises and all access areas thereto in good order, condition and repair, and provide such janitorial services as shall be necessary to keep all of the above continuously safe, neat, vermin free, clean, inviting and attractive; and that in regard thereof, Tenant acknowledges that the Premises, being an oceanfront facility, is subject to nuisances caused by birds in the form of roosting and deposit of their droppings, and agrees to take reasonable measures to prevent or reduce such roosting and other nuisances caused by the birds on the exterior and roof of the Premises and to keep the exterior of the Premises and its immediate area clean and free of such droppings;

(2) Store or stock in the Premises only such property as shall be reasonably required in connection with business being conducted in the Premises, and not use any portion of the Premises for storage or warehouse purposes beyond such needs; and except for incidental related office purposes, use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein;

(3) Store all trash and garbage in adequate closed containers located within the Premises so as not to be visible to members of the public patronizing the Pier Retail/Restaurant Area; maintain such containers in a neat and clean condition and in a manner which will not create or permit any health or fire hazard or any offensive odor; and arrange for the regular removal of trash and garbage. If Landlord shall furnish trash removal service, Tenant shall use such service and shall pay Landlord monthly for such service at the prevailing competitive rate for such service as billed by Landlord;

(4) Refrain from burning any papers, trash or garbage of any kind in, on or about the Premises;

(5) Refrain from overloading any floor in the Premises;

(6) Refrain from using any portion of the Premises as living quarters, sleeping apartments or lodging rooms;

(7) Refrain from using the plumbing facilities for any purpose other than that for which they were constructed and refrain from disposing of any toxic, hazardous, damaging or injurious substance therein;

(8) Refrain from distributing any handbills or other advertising matter in, on or about any part of the Premises, the Pier Retail/Restaurant Area, or nearby parking facilities, and shall not permit any parading, rallying, patrolling, picketing, demonstrating, hawking, sign waving, or any similar type of conduct within the Premises or the Pier Retail/Restaurant Area;

(9) Use best efforts to cause all trucks servicing the Premises to be loaded and unloaded in those areas and during those hours specified by Landlord;

(10) Provide the proper number and types of fire extinguishers for the Premises as required by the most stringent applicable laws or insurance requirements of either Landlord or Tenant; and,

(11) Keep the Premises suitably lighted during such hours as Landlord may reasonably require, including periods in addition to the business hours of Tenant if in the opinion of Landlord such lighting is reasonably necessary or desirable.

4.5 Prohibited Uses. Tenant shall not, and shall not allow any occupant of the Premises to:

(1) Conduct any going-out-of-business, fire, bankruptcy, auction or other distress sale in, on or about the Premises, or sell any used or re-conditioned merchandise or items;

(2) Use any sidewalks, walkways or areaways of the Pier Retail/Restaurant Area for any purpose other than the passage of pedestrians. Tenant shall conduct its business entirely within the Premises;

(3) Place any fence, structure, building, improvement, division, rail, sign, advertising, display, device or obstruction of any type or kind upon the Common Area or the Pier Retail/Restaurant Area or any part thereof, or upon any vestibule, entrance or return to the Premises, except as may be approved in writing by Landlord;

(4) Park, operate, load or unload any truck or other delivery vehicle at the Pier Retail/Restaurant Area or the Property, other than that portion from time to time designated by Landlord, or use any portion of Landlord's loading docks and related facilities other than such portions thereof and during such times as Landlord may designate in its sole and absolute discretion;

(5) Keep live animals of any kind in, on or about the Premises;

(6) Install, use or permit to be used in, on or about the Premises or the Pier Retail/Restaurant Area any advertising medium, paging system, or other sound, light, or sensory device which may be seen, heard or experienced outside the Premises, such as, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, pianos, organs, jukeboxes or radio or television broadcasts, or, unless expressly allowed elsewhere in this Lease, permit any live music or entertainment at any time;

(7) Maintain or permit to be maintained in, on or about the Premises, pinball, mechanical or electronic games of any nature, or any vending, coin or credit card operated machines of any nature (except for any vending machines for food, candy, beverages and other similar items which are located only in areas not generally accessible to patrons and are solely for use by employees of the business(s) being conducted in the Premises);

(8) Use any portion of the Premises for (i) the sale of drugs, including without limitation medical marijuana, (ii) a drug treatment clinic, (iii) a liquor store, (iv) a bar dispensing liquor or alcoholic products which is not an incidental part of a restaurant, except as expressly permitted elsewhere in this Lease, or (v) the sale, distribution, display or offer for sale any item which in Landlord's good faith judgment (which judgment may include consideration of the fact that the Landlord is the City), is inconsistent with the quality of the operation of the Pier Retail/Restaurant Area intended for general and family-oriented patronage or which may tend to injure or detract from the moral character or image of the Pier Retail/Restaurant Area, or which may otherwise violate the local community's sense of decorum, as may be determined by Landlord in its sole discretion. Without limiting the generality of the foregoing, Tenant shall not sell, distribute, display or offer for sale any paraphernalia used in connection with any illegal drugs or any pornographic, lewd or "adult" newspaper, book, magazine, film, picture, representation or merchandise of any kind.

4.6 Safety Requirements. Tenant's occupancy and rights hereunder shall be subject to the following:

(1) All fire protection systems servicing the Premises and the Pier Retail/Restaurant Area, including, without limitation, any central station or remote station alarm systems, risers, sprinkler system, sprinkler control and fire protection water supply and related valves and fire pumps, shall be subject to Landlord's direct control and supervision, but without any obligation on Landlord to exercise such control and/or supervision.

(2) It shall be the responsibility of Landlord to keep any sprinklers in service at all times and to maintain any sprinkler equipment within the Premises in good order and repair so as to satisfy a "highly protected risk" rating with Landlord's fire insurance carrier, and any impairments to the sprinkler system within the Premises shall be reported immediately by Tenant to Landlord. In the event that it is necessary that any automatic sprinkler system be out of service, Tenant shall provide a fire watch in the affected areas of the building to meet both Landlord's and Code requirements.

(3) Tenant shall provide and maintain portable fire extinguishers throughout the Premises on the basis of at least one 2A-20BC rated extinguisher for each 3,000 sq. ft. or portion thereof. Said extinguishers must be mounted along normal paths of travel and securely hung in conspicuous locations. Said extinguishers must be placed so that travel distance to an extinguisher from any portion of the Premises does not exceed 75 feet.

(4) Tenant shall not introduce any hazardous occupancy or operation into the Premises for which the fire protection equipment therein is not designed. No operation may be conducted in the Pier Retail/Restaurant Area which involves the use or storage of flammable liquids, aerosols or gas, and such use or storage in the Premises is prohibited, except and only as may be otherwise provided in this Lease for cooking facilities.

(5) Tenant shall observe and comply with all requirements specified by Landlord's fire insurance carrier for a "highly protected risk" rating in respect of the Premises and Tenant's use of the same and its operations therein.

(6) If any cooking facility is operated in the Premises, Tenant shall comply with the special hazard protection requirements in the latest edition of NFPA Standard 96, including, without limitation:

(i) properly constructed and arranged ventilation hoods and ducts for all cooking equipment;

(ii) a fixed pipe automatic dry chemical or carbon dioxide extinguishing system (or approved equivalent) protecting the cooking surface, ventilation hood and ductwork of all cooking appliances producing grease-laden vapors;

(iii) the extinguishing system must be interconnected with the fuel supply for the cooking equipment so that actuation of the extinguishing system causes automatic shut-off of the fuel supply to the equipment.

4.7 Compliance with Law. Tenant covenants and agrees not to violate or permit the violation of, and at its expense shall comply or cause to be complied with all present and future applicable building, subdivision, zoning, off-street parking, environmental protection or any other land use or other laws, ordinances, rules, regulations or orders of any and all governmental authorities regulating the conduct of or having jurisdiction over the use and occupancy of the Pier Retail/Restaurant Area (including the Premises) and, without limiting the generality of the foregoing, Tenant shall, at its expense, procure all licenses, permits or other authorizations required in order to lawfully and properly use, as a portion of the Pier Retail/Restaurant Area, the Premises in the manner required and contemplated by this Lease. Tenant shall be responsible, at Tenant's expense, for making any modifications to the Premises or accommodations as may be required pursuant to the Americans with Disabilities Act and any other applicable accessibility laws.

4.8 Rules and Regulations. Tenant and Tenant's agents, employees, licensees, concessionaires, subtenants and invitees shall observe faithfully and comply with any reasonable

rules and regulations governing the Pier Retail/Restaurant Area as may from time to time be established in the Pier Retail/Restaurant Area and Parking Rules and Regulations in Exhibit F and modified by Landlord. Such rules and regulations may apply, but need not be limited to, Minimum Hours of Operation, safety regulations, matters relating to security, schedule for lighting of display windows and signs and the use of Common Areas. Such rules and regulations shall be binding upon Tenant when posted in the management office of the Pier Retail/Restaurant Area or upon delivery of a copy thereof to Tenant.

4.9 Food Service Use. Any material changes in the quality or general theme of any restaurant originally approved by Landlord in the Premises shall be subject to Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. Tenant agrees to maintain the highest standards in the quality and preparation of all food items, maintenance and cleanliness of the Premises, including, without limitation, the following:

(a) Tenant shall use its best efforts to maintain an "A" rating (or such similar first-class standard) set forth from time to time in applicable health department or other applicable governmental guidelines. Tenant's failure to maintain such first-class rating more than three (3) times in any twenty-four (24) month period during the Lease Term shall, at Landlord's election, constitute a material default by Tenant hereunder; provided, however, that Tenant shall not be in default under this section so long as Tenant contests any such rating in good faith within thirty (30) days after Tenant's receipt of notice that its rating has been lowered and concurrently therewith provides to Landlord written evidence that Tenant is diligently pursuing the resolution of such contest and thereafter resolves such contest within sixty (60) days.

(b) Tenant shall not permit the accumulation of any refuse and shall be solely responsible, at Tenant's sole cost and expense, for the removal of all trash and garbage from the Premises not less than seven (7) days per week to trash receptacles provided by Landlord pursuant to such procedures as Landlord may designate from time to time. Pending such removal, all such trash shall be kept in odor-proof, vermin-proof sealed containers out of public view and in compliance with all applicable laws.

(c) Tenant shall, at its sole cost and expense, at all times during the Term, provide necessary exhaust fans and systems, ductwork and venting and use its best efforts to ensure that all smoke, odors, vapors and steam are properly exhausted from the Premises. Such systems shall be installed pursuant to plans approved by Landlord, which systems shall prevent the discharge of smoke, odors, vapors and steam into the Common Areas of the Premises and the premises of other tenants. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant's ordinary and customary odors alone which are consistent with Tenant's permitted restaurant use shall not constitute a violation of this section. Tenant's exhaust and venting systems shall include fire prevention and/or extinguishment facilities or systems as may be required from time to time by applicable law or by Landlord in connection with Tenant's use at the Premises. All such systems shall be maintained by Tenant at Tenant's sole cost and expense in good working order and condition and in accordance with all applicable laws. Tenant shall regularly and adequately clean and maintain, or provide a contract for such cleaning and maintenance of, all such exhaust and venting systems serving the Premises, whether located within or outside the Premises in compliance with Landlord's standards and requirements for such cleaning and maintenance.

Tenant shall provide to Landlord, upon Landlord's request, reasonable proof of such cleaning and maintenance program.

(d) Tenant shall use its best efforts to keep the Premises free from insects, rodents and all vermin. Without limiting the generality of the foregoing, Tenant shall, at Tenant's sole cost and expense, engage professional, reputable exterminators reasonably approved by Landlord to service the Premises, including, without limitation, all food preparation and food storage areas, on a monthly basis (or at such greater frequency as Landlord may require) and to the extent necessary to safely keep the Premises free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from infesting the premises of other tenants or the Common Areas of the Premises. Tenant shall, upon Landlord's request, provide reasonable proof that Tenant is causing such extermination to be performed regularly at the Premises.

(e) Tenant shall, at Tenant's sole cost and expense at all times during the Lease Term, provide the necessary piping, connections, traps, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable laws, codes and ordinances. Such facilities shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises, the premises of other tenants or into the Common Areas of the Premises. Tenant shall not dispose of, nor permit to be disposed, any materials which tend to cause clogging or blockage of pipes and drains. Tenant shall regularly and adequately clean, or provide for the cleaning of, all grease traps, catch basins, plumbing waste lines and similar facilities serving the Premises. Tenant shall, upon Landlord's request, provide adequate proof that Tenant is causing such drainage cleaning to be performed regularly at the Premises.

(f) If alcoholic beverages are to be served at the Premises, Tenant shall obtain and maintain all required liquor licenses at all times during the Term. Tenant shall comply with all applicable alcoholic beverage control laws. Tenant shall not sell or serve alcoholic beverages intended for consumption outside of the Premises and shall use its best efforts to ensure that Tenant's customers do not carry such beverages outside of the Premises.

ARTICLE 5 TERM

5.1 Term. The Term for the period stated in the Summary shall commence on the Commencement Date. If the Commencement Date occurs on a day other than the first day of a Month, the Initial Term shall commence on the Commencement Date and shall continue from the first day of the calendar month next following the Commencement Date for the period of years set forth above.

5.2 Early Termination. Landlord may terminate the Term at any time after the initial twelve months of the Term, in Landlord's sole and absolute discretion, with or without cause, by giving Tenant written notice at least six months prior to the intended termination date. If Landlord delivers such notice of termination to Tenant, then this Lease shall terminate on the date set forth in the termination notice. Upon receipt of Landlord's notice of termination, Tenant may in its sole and absolute discretion give notice to Landlord of Tenant's election to terminate the Term 90 days

after its receipt of Landlord's termination notice, and in such event the date of termination shall be 90 days after Tenant's receipt of Landlord's termination notice. Tenant acknowledges that Landlord may desire to terminate this Lease to facilitate Landlord's plans for the revitalization of the Pier and Harbor Area, and that Tenant is not entitled to relocation benefits therefore as set forth in Section 5.3 hereof. Upon the termination of the Term of this Lease, the parties shall have no further obligations under this Lease, except as to those obligations that expressly survive the termination of this Lease.

5.3 No Relocation Assistance. Tenant understands and agrees that Tenant is not eligible to be a "displaced person" under the California Relocation Act, which provides that a "displaced person" shall not include any person whose right of possession at the time of moving arose after the date of the public entity's acquisition of the real property. Tenant understands that Tenant is a "post-acquisition tenant" pursuant to the Relocation Assistance and Real Property Acquisition Guidelines of the California Department of Housing and Community Development, 25 Cal. Code Regs. §6000, *et seq.* Tenant understands that pursuant to Section 6034(b) of the California Code of Regulations, Tenant shall not be entitled to any relocation benefits or assistance if Tenant is temporarily or permanently displaced from the Premises, whether as a result of the expiration of the Term, Landlord's termination of the Lease pursuant to Section 5.2 hereof, Landlord's pursuit of an unlawful detainer proceeding against Tenant, or for any other reason. Tenant hereby knowingly and voluntarily waives any rights Tenant may have to claim or receive any relocation assistance or benefits under state or federal law, and agrees not to file any claim or take any other action to receive such assistance or benefits.

ARTICLE 6 HOLDING OVER

If Tenant holds over or remains in possession of the Premises with or without the consent of Landlord after the expiration of the Term, such holding over or continued possession shall create a tenancy from month to month only, upon the same terms and conditions as are herein set forth so far as the same are applicable; provided, however, the Minimum Monthly Rent payable during the period of such holding over shall be two hundred percent (200%) of the rent payable immediately preceding the expiration of the Term. If Tenant fails to surrender the Premises in a timely manner upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any proposed new tenant founded on such failure.

ARTICLE 7 RENT

Tenant shall pay Landlord without prior demand, deduction, set-off, counterclaim or offset during the Term the rent provided in this Article. All payments to be made under the terms of this Lease shall be in lawful money of the United States of America.

7.1 Minimum Monthly Rent. Tenant agrees to pay the Minimum Monthly Rent, in advance, on the first day of each calendar month, commencing on the Commencement Date, for the use and occupancy of the Premises. Should the Commencement Date be on a day other than the first day of a Month, then the rental for such fractional month shall be computed on a daily

basis for the period from the Commencement Date to the end of such calendar month in an amount equal to 1/30 of said Minimum Monthly Rent for each day in such period and shall be due on the Commencement Date.

7.2 Payment of Tenant's Monthly Expense Share. Tenant shall pay Monthly to Landlord, as Additional Rent in addition to all other rental payable pursuant to this Article 7, Tenant's Monthly Expense Share. Tenant's Monthly Expense Share shall be due and payable at the same time that the Minimum Monthly Rent is due and payable. Tenant acknowledges that all businesses within the Pier Retail/Restaurant Area are currently assessed under the Fisherman's Wharf Sanitation District ("Sanitation District") for operational service fees provided by the City. Said fees are levied and assessed as set forth by ordinance and resolution of Landlord's City Council and may be adjusted from time to time. Tenant agrees to pay the annual assessment levied on the Premises by the Sanitation District. One-twelfth of the assessment levied annually upon Tenant at the Premises by the Sanitation District shall be credited (the "Sanitation District Credit") to each of Tenant's Monthly Expense Share for each month during the Lease Year for which the assessment and levy pertains; provided that Tenant delivers a true copy of the notice of assessment and levy to Landlord within 30 days that Tenant receives such notice of assessment and levy. No Sanitation District Credit shall be given on account of penalties, interest or costs of collection arising from non-payment of the assessment. In the event the Fisherman's Wharf Sanitation District is dissolved or altered in any manner, including to assess only leaseholders, Tenant agrees that the Sanitation District Credit shall cease and no longer be credited against Tenant's Monthly Expense Share, and that the full amount of the Tenant's Monthly Expense Share shall be due and payable without credit or offset.

7.3 Adjustment to Minimum Monthly Rent. On the third anniversary of the Commencement Date, the Minimum Monthly Rent shall be adjusted to an amount equal to 80% of the average total monthly rent, including without limitation percentage and minimum rent, payable to Landlord during the previous (three-year) period, provided it shall never be decreased. If such a formula does not yield an increase in Minimum Monthly Rent equal to or greater than the CPI increase for such a period, then Minimum Monthly Rent shall be adjusted by the increase in the CPI over such period, but in no event decreased, as provided in this Section. For purposes of these CPI increase adjustments, the "Base Month" shall be the Month which is two Months before the Commencement Date, and the adjustment Month shall be the next Month immediately following the third anniversary of the Base Month. The increase shall be calculated by multiplying the Minimum Monthly Rent by a fraction in which the numerator is the CPI for the adjustment Month and the denominator is the CPI for the base Month, and the Minimum Monthly Rent shall be increased to that sum. If the CPI is amended or discontinued, Tenant agrees that Landlord shall have the right to designate a substitute index to be used which will assure that substantially the same results will be obtained hereunder as if the CPI had remained in effect throughout the Term.

7.4 Monthly Percentage Rent. In addition to Minimum Monthly Rent and other sums specified herein, Tenant agrees to pay to Landlord on the 10th day of each Month, Monthly Percentage Rent for the immediately preceding Month without any prior demand and without any offset or deduction whatsoever; except that Tenant shall be liable for Monthly Percentage Rent only to the extent by which the amount the Monthly Percentage Rent for the immediately preceding

Month exceeds the Minimum Monthly Rent paid to Landlord by Tenant for the same immediately preceding Month.

7.4.1 Default Monthly Percentage Rent. In the event Tenant shall fail to timely submit a Monthly Statement, as provided for below in section 7.4.4, the Monthly Percentage Rent due on the date that the Monthly Statement for such Month is required to be submitted to Landlord shall be the "Default Monthly Percentage Rent", which is the higher of (i) the highest Monthly Percentage Rent previously reported on a Monthly Statement or (ii) 110% of the then current Minimum Monthly Rent applicable to the Month for which the Monthly Percentage Rent is due. In the event that the Monthly Percentage Rent to be due was later determined from the relevant Monthly Statement in accordance with section 7.4.4 to be greater than the Default Monthly Percentage Rent, Tenant shall immediately pay the amount of the deficiency to Landlord, together with interest thereon from the date the Monthly Percentage Rent was otherwise due. Nothing contained herein shall be construed (i) to allow Tenant to fail or refuse to faithfully account for Gross Sales, to submit Monthly Statements or to pay Monthly Percentage Rent as otherwise provided for herein, or (ii) as a waiver of the rights of Landlord to otherwise receive faithful accountings and Monthly Statements from Tenant and to conduct audits concerning such rights. The Monthly Percentage Rent for any Month shall be the greater of (i) the Default Monthly Percentage Rent and (ii) the Monthly Percentage Rent determined by a timely submitted Monthly Statement. Tenant shall not be entitled to a credit or repayment if the Default Monthly Percentage Rent is later determined by the relevant Monthly Statement to be greater than the Monthly Percentage Rent.

7.4.2 Calculation and Adjustment of Monthly Percentage Rent Payments. The amount of the Monthly Percentage Rent due and payable for the immediately preceding Month shall be calculated by applying the percentage of Gross Sales specified as Monthly Percentage Rent in the Summary to Gross Sales in the Monthly Statement to be submitted to Landlord as required below and deducting therefrom the payment (if any) of Minimum Monthly Rent made by Tenant for the same Month. The calculation of Minimum Percentage Rent shall be made in writing by Tenant and submitted to Landlord together with the payment of the Monthly Percentage Rent to which it applies. The accuracy of such calculation and of the Monthly Statement shall not be binding on Landlord. For the purpose of computing the Monthly Percentage Rental due, sales made during the first fractional Month in which Monthly Percentage Rent commences shall be added to the sales made during the first full calendar Month and Tenant shall pay to Landlord the amount by which the amount so computed as a percentage of Gross Sales of Tenant during this entire period exceeds the Monthly installments of Minimum Monthly Rent which are paid by Tenant during said period. The amount by which the Minimum Monthly Rent paid for any Month exceeds the Monthly Percentage Rent for that same Month shall not be credited against the Minimum Monthly Rent or Monthly Percentage Rent for any other Month and there shall not be an adjustment on an annual basis of the aggregate Monthly Percentage Rent due during a Lease Year.

7.4.3 Record Keeping. Tenant shall record at time of sale, in the presence of the customer, all receipts from sales or other transactions, whether cash or credit, in a cash register(s), which shall provide a cumulative total and which shall number consecutive purchases. Tenant shall keep and maintain (i) all such cash register receipts with regard to the Gross, net sales, credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross

Sales of any subtenant, licensee or concessionaire), (ii) detailed original records of any exclusions or deductions from Gross Sales (including any exclusions or deductions from Gross Sales of any subtenant, licensee or concessionaire) and (iii) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied. Such books, receipts and records shall be kept for a period of three (3) years after the close of each Lease Year, and shall be available for inspection and audit by Landlord and/or its representatives at the Premises at all times during regular business hours. In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's State and Local Sales and Use Tax Returns and Tenant waives any right of confidentiality which Tenant may claim to have for such Returns.

7.4.4 Monthly and Annual Statements. Tenant shall furnish to Landlord a written statement ("Monthly Statement") of Gross Sales for each Month not later than 10 days after the end of such Month. Tenant shall also furnish an annual written statement ("Annual Statement"), including a Monthly breakdown of Gross Sales during each Lease Year, within 45 days after the close of each Lease Year. Such Monthly Statements and Annual Statement shall be signed and certified to be true and correct by Tenant if Tenant is composed of individuals, or by the chief financial officer of Tenant, if Tenant is a corporation. The receipt by Landlord of any Monthly or Annual Statement or any payment of Monthly Percentage Rental for any period shall not bind it as to the correctness of the Monthly Statement or the Annual Statement, or the correctness of any payment. Any information gained by Landlord from such Statements, or any audit or inspection shall be confidential to the extent that Tenant maintains such information as secret and confidential and so informs Landlord, and shall not be disclosed by Landlord other than to carry out the purposes of this Section, with the exception of the following: Landlord shall be permitted to divulge the contents of any such Statements in connection with any financing arrangements, ground leases, or assignments of Landlord's interest in the Premises, in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information or when Landlord (as a public agency) is required by law to divulge such information.

7.4.5 Right to Inspect and Audit. Landlord shall, within five (5) years after the receipt of the Annual Statement for a Lease Year, be entitled to inspect and audit, and to make and retain copies of, Tenant's books, records and accounts relevant to the determination of Gross Sales and the cost of sales (including the Gross Sales and cost of sales of any subtenant, licensee or concessionaire) for all Months during the period subject to audit. Such audit shall be conducted either by Landlord or by an auditor designated by Landlord during normal business hours at Tenant's principal place of business. If it is determined as a result of such audit that there has been a deficiency in the payment of any Monthly Percentage Rental, then such deficiency shall immediately become due and payable, together with interest at the Maximum Lawful Rate from the date when said payment should have been made. In addition, if any of Tenant's Monthly Statements under review by Landlord is found to have understated Gross Sales for any Month by more than two percent (2%), and if Landlord is entitled to any additional Monthly Percentage Rental for that Month as a result of said understatement, then Tenant shall pay to Landlord all reasonable costs and expenses (including, but not limited to: accounting, bookkeepers and auditors fees; attorneys' fees; costs allocable to salaries and benefits of Landlord's employees; copying, reproduction and printing costs; and litigation and court costs) which may be incurred or suffered by Landlord in determining the understatement or collecting the underpayment. If Tenant's

statement shall be found to have understated Gross Sales for any Month by more than 6%, then, in addition to Landlord's aforesaid rights, Landlord may, at its sole option, terminate this Lease at any time thereafter upon notice to Tenant.

7.5 Additional Rent. Tenant shall pay all Additional Rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Monthly Rent thereafter falling due. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or to limit any other remedy of Landlord.

7.6 Failure to Pay Items Required Under Article 7. If Tenant fails to pay any Minimum Monthly Rent, Monthly Percentage Rent, Default Monthly Percentage Rent or any Additional Rent when the same is due and payable, such unpaid amounts shall bear interest at the Maximum Lawful Rate from the date due until the date of receipt by Landlord of such payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Minimum Monthly Rent (and/or late payment of other obligations hereunder) will cause Landlord to incur certain internal administrative costs and expenses not otherwise provided for under this Lease, and that the exact amount of such costs is extremely difficult or impractical to fix. Such costs and expenses will include but are not limited to internal administrative processing, accounting and review. Therefore, if any such payment is not received by Landlord from Tenant in good funds by the 10th day after the date on which such payment is due, Tenant shall immediately pay to Landlord a late charge equal to the greater of 5% of such payment or \$100. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its internal administrative loss suffered because of nonpayment or untimely payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment or untimely payment by Tenant, and shall not prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

7.7 Application of Payments. Landlord may at its option, apply any payments received from Tenant, to any Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which is then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any payment received from Tenant shall be applied first to the Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent which has been overdue for the longest period of time.

7.8 Address for Payments. All rental and other payments shall be paid by Tenant to Landlord at Landlord's address as shown in the Summary, or at such other place as may occasionally be designated by Landlord in writing.

ARTICLE 8 UTILITIES

Tenant shall, during the entire Term, (i) arrange for and pay any and all initial utility deposits and fees, connection and metering costs, and (ii) all monthly service charges for electricity, gas, water, telephone and any other utility services, except for sewage, furnished to the Premises and the Improvements thereon. Landlord shall not be liable for any loss or damage resulting from an interruption of any of the above services.

8.1 Indemnification. Tenant shall defend, indemnify and save Landlord harmless against any liability or charges on account of any utility services. In case any utility charges are not paid by Tenant when due, Landlord may pay the utility charges to the utility company or department furnishing the utility service, and any amounts so paid by Landlord shall be paid by Tenant to Landlord immediately upon demand by Landlord, as Additional Rent.

8.2 Utility Charges. If a submeter is installed for any utilities, Tenant shall pay Landlord monthly for the utility services so submetered at the same rates which Tenant would pay to the utility company supplying such utility service if such service were supplied by direct meter. If the furnishing of any service by Landlord should be determined to be a public utility service and rates therefor should be fixed or approved by any public authority having jurisdiction, then such rates for any such service shall supersede the provisions of this Lease with respect to the determination of the charges to be paid by Tenant for such service. Landlord may at its option, install separate utility meters at Tenant's expense.

8.3 No Overloading. Tenant shall not have the right to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities without Landlord's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, and if Landlord provides such additional facilities to accommodate Tenant's installation, Tenant agrees to pay Landlord, upon demand, the cost of providing such additional utility facilities and all related expenses of any kind. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems.

8.4 Discontinuance. Landlord reserves the right to cut off and discontinue furnishing any heating, ventilation, air conditioning or other utility services furnished or submetered by Landlord at any time after an event of default under this Lease by Tenant. Landlord shall not be liable for any damages resulting from or arising out of such discontinuance of utility services, and such discontinuance shall not constitute a termination of this Lease or an eviction of Tenant. Tenant hereby releases Landlord from any loss, damage or liability sustained by Tenant as a result of such discontinuance.

8.5 Additional Utility Programs. If Landlord now or hereafter elects to provide any type of utility or alarm services to all or a substantial part of the Pier Retail/Restaurant Area, then Tenant shall, upon Landlord's request, participate in the program and pay to Landlord the reasonable cost of installing and providing the services to Tenant. The utility or alarm services which Landlord may provide include, but are not limited to, electricity for lighting, heating and air conditioning, fire, smoke or security alarm systems, telephone systems and/or any other technological advances which may provide a benefit to the tenants or patrons of the Pier Retail/Restaurant Area. If Landlord provides any of such utility or alarm systems, Landlord may also establish a reasonable program, through rules and regulations, for the monitoring of such systems, determining the usage by each Occupant, establishing standards, requirements and limitations on usage, record keeping, construction and maintenance.

8.6 Utility Service by Landlord. If any utilities are provided in whole, or in part, by Landlord, Tenant shall promptly pay to Landlord as Additional Rent Tenant's share of the charges paid by Landlord for the utilities servicing the Premises or the Common Areas during the Term. From and after the Commencement Date, Tenant shall pay to Landlord an amount estimated by Landlord to be the monthly sum payable hereunder by Tenant for such services. Landlord may adjust the monthly estimated sum at the end of each calendar quarter, based on Landlord's experience and reasonably anticipated costs. Within 60 days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the previous year showing the total of said utility expenses payable by Tenant for said year and the payments actually made by Tenant with respect to such period as set forth above. If the sums payable for such utility expenses exceed Tenant's prior payments, Tenant shall pay Landlord the deficiency within 10 days after receipt of such statement. If said payments exceed the sums payable for such expenses, Tenant shall be entitled to offset such excess against payments which next become due to Landlord as set forth above. Tenant shall pay its pro rata share of the utilities expense, which shall be an amount equal to the utilities expense on the Pier Retail/Restaurant Area multiplied by a fraction the numerator of which shall be the floor area of the Premises as determined by Landlord (and as indicated on the cover sheets hereto) and the denominator of which shall be the floor area of all areas available for exclusive use and occupancy by tenants of the Pier Retail/Restaurant Area, whether or not such areas are actually occupied and open for business.

ARTICLE 9 INDEMNITY - RELEASE - INSURANCE - WAIVER OF SUBROGATION

9.1 Indemnity. To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord and its respective officers, employees, elected and appointed officials and volunteers from and against any and all claims, damages, liabilities, losses, Environmental Damages, judgments, lawsuits, causes of action, obligations, penalties, costs, charges and expenses, including without limitation, attorneys' fees and costs and expert witness fees, caused in whole or in part by any intentional, reckless or negligent act or omission of Tenant, any Tenant assignee, licensee, sublessee, or 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 of its obligations contained in this Lease, or its failure to comply with any law, and which may be imposed or incurred or asserted (whether real or claimed) against Landlord or its respective officers, employees, elected and appointed officials, contractors, and volunteers by reason of the occurrences listed below during the Term of this Lease. This indemnification obligation shall survive this Lease and shall not be limited by any term of any insurance policy required under this Lease.

(a) Any use, non-use, possession, occupation, condition, operation, conduct of business, maintenance or management of the Premises, or from any activity, work, or other things done, permitted or suffered by Tenant, its agents, contractors, servants, employees or invitees, in or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(b) Any negligence or wrongful act on the part of Tenant or any of its agents, contractors, servants, employees, sublessees, operators, licensees or invitees;

(c) Any accident, injury or damage to any person or property occurring in, on or about the Premises, or any part thereof, or any sidewalk, curb, vault, passageway or space adjacent thereto over which Tenant has management responsibilities or control;

(d) Any failure on the part of Tenant to maintain, repair, restore or construct the Premises as provided in this Lease, or any failure to perform or comply with any of the other terms, provisions, covenants and conditions contained in this Lease on its part to be performed or complied with; and

(e) All liens, claims and demands arising out of the construction, alteration, repair, restoration or work of improvement on or about the Premises by or on behalf of Tenant or its facilities.

Tenant agrees to give prompt notice to Landlord in case of casualty or accidents in the Premises, or in the case of any incident or omission upon which a claim could be made. In case any action or proceeding is brought against Landlord or its officers, agents and employees by reason of any such claim, Tenant, upon written notice from Landlord, shall at Tenant's expense, resist or defend such action or proceeding by counsel reasonably approved by Landlord in writing. This obligation to indemnify shall include without limitation reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. Notwithstanding the foregoing, Landlord or its officers, agents and employees shall not be entitled to indemnity under the foregoing provision for any claim arising from the willful misconduct or gross negligence of Landlord, its officers, agents and employees.

9.2 Release. Landlord or its agents shall not be liable for interference with the light, air, access to, or for any latent defect in the Premises. Landlord shall not be liable for and Tenant hereby releases Landlord from any loss, damage or liability of any kind, for any injury to or death of persons, for Environmental Damages or for damage to property of Tenant or any other person from any cause whatsoever occurring from and after the Commencement Date by reason of the use, construction, occupancy and enjoyment of the Premises or the Pier Retail/Restaurant Area by Tenant or any person thereon or holding under Tenant, or for any matter for which Tenant indemnifies Landlord. The damages for which Landlord is released include, but are not limited to, damages resulting from (i) any labor dispute, (ii) fire, smoke, explosion, noxious odors, the presence of Hazardous Materials, falling plaster or other building materials, steam, gas, electricity, or other nuisance, (iii) water, dampness, wave action or rain which may leak from or to any part of the Premises or its roof, (iv) failure or rupture of the pipes, appliances, systems, equipment or plumbing works in the Premises or the Pier Retail/Restaurant Area and (v) interruption in utility service. Landlord shall in no event be liable to Tenant or anyone claiming by, under or through Tenant for any loss, damage or liability resulting from the acts or omissions of other Tenants or users of the Pier Retail/Restaurant Area or by any other third person who was not acting under the direction and control of Landlord.

9.3 Waiver of Subrogation. Tenant hereby waives any rights Tenant may have against Landlord on account of any loss or damage occasioned to Tenant, or Tenant's property, arising from any risk generally covered by fire and extended coverage insurance. Tenant's insurance

coverages shall be endorsed to state that all insurers waive any rights of subrogation it may have against the City of Redondo Beach, its officers, elected and appointed officials, contractors, employees, and volunteers.

9.4 Insurance Provided by Tenant. From and after delivery of possession of the Premises, Tenant shall carry and maintain, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and, in the forms, provided below:

9.4.1 Comprehensive General Liability. Comprehensive General Liability Insurance covering the Premises and Tenant's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have limits of not less than \$2,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence, or a combined single limit of at least \$3,000,000 may be provided in lieu of split limits. These limits shall apply to this location only. The insurance coverage required under this Section shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, personal injury liability, broad form property damage liability and contractual liability, which shall extend to liability of Tenant arising out of the indemnities provided in Section 9.1. General Liability coverage can be provided in the form of an endorsement to Tenant's insurance, or as a separate policy. If required by Landlord from time to time, Tenant shall increase the limits of its comprehensive general liability insurance to reasonable amounts customary for tenants in like Pier Retail/Restaurant Areas. Coverage must be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

9.4.2 Plate Glass. Insurance covering all plate glass on the Premises. Tenant shall have the option to (i) insure the risk, (ii) post a bond for replacement of any damaged plate glass, or (iii) pay for the immediate replacement of all plate glass if and when any damage occurs.

9.4.3 Boiler and Machinery. Boiler and machinery insurance on all air conditioning equipment and systems exclusively serving the Premises and all electrical facilities and equipment located in the Premises. If said equipment and systems, and the damage that may be caused by them or result from them, are not covered by Tenant's extended coverage insurance, then the insurance specified in this subsection shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000). If Tenant requires boilers or other pressure vessels to serve the Premises they shall also be insured in the amount required by this subsection.

9.4.4 Direct Property Damage. All Risk Physical Damage Insurance covering Tenant's trade fixtures, merchandise and personal property from time to time in, on or about the Premises, and all leasehold Improvements to the Premises which Tenant is required to maintain pursuant to Section 16.1, specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises provided that Tenant shall have the option to self insure the plate glass. Such insurance (i) shall be written on a replacement cost basis in an amount equal to at least ninety percent (90%) of the replacement cost of the insured property; and (ii) shall provide protection against perils that are covered under standard insurance industry practices within the classification of all risk insurance, including, but not limited to, loss or damage

from fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler leakage, vandalism, malicious mischief, and, if obtainable at commercially reasonable rates, also earthquake, flood and other natural disaster insurance. Tenant's obligations to provide insurance pursuant to this Section shall apply to all Improvements and fixtures, notwithstanding that some or all of such Improvements and fixtures may have been installed by Tenant, Landlord, a prior tenant or any other party at any time before or after the delivery of the Premises to Tenant.

9.4.5 Workers Compensation. Statutory workers compensation insurance (including occupational disease insurance) as may be from time to time required by the laws of the State of California.

9.4.6 Employer's Liability. Employer's liability insurance with a per occurrence limit of not less than \$1,000,000 per accident for bodily injury or disease or such greater amount as is customary for similar employers in the trade area.

9.4.7 Liquor Liability. If, with the consent of Landlord, alcoholic beverages are to be dispensed in the Premises, liquor liability insurance which includes loss of means of support coverage with limits of not less than those set forth in Section 9.4.1 above, for bodily injury or death and property damage in the event that in any part of the Premises there shall be given, sold or dispensed intoxicating liquors or alcoholic beverages as set forth in the Dram Shop statutes of California.

9.4.8 Business Interruption. Rental insurance (or, as the case may be, use and occupancy insurance) and business interruption or disruption insurance with benefits payable to Landlord in amounts not less than the total Minimum Annual and Monthly Percentage Rentals payable by Tenant to Landlord for the previous year.

9.4.9 Motor Vehicle Liability. Motor vehicle liability insurance governing any autos used in connection with operations at the Premises with coverage at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

9.4.10 Policy Form. All policies of insurance provided for herein shall be issued by insurance companies (i) with A. M. Best rating of not less than A-X, and (ii) which are California admitted insurers. Any deductibles must be declared to and approved by Landlord in its sole discretion. All such policies shall provide that the full amount of any losses shall be payable for Landlord's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord or Tenant which might otherwise result in a forfeiture of insurance coverage, and shall be issued in the names of Landlord and Tenant, and if requested by Landlord, Landlord's mortgagee or beneficiary, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and Landlord's mortgagee or beneficiary. Executed copies of such policies of insurance or certificates and endorsements thereof shall be delivered to Landlord within ten (10) days after the Commencement Date. Thereafter, executed copies of renewal policies or certificates and endorsements thereof shall be delivered to Landlord at least fifteen (15) days prior to the expiration of each term of each such policy. All public liability and property damage policies

shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned by Landlord, its officers, elected and appointed officials, agents, employees and volunteers due to negligence by Tenant. All policies of insurance delivered to Landlord shall contain a provision that the company writing said policy will give to Landlord in writing thirty (30) days' notice in advance of any cancellation or lapse, refusal to renew, suspension or termination of coverage, reduction of any policy limits, increase of any policy deductibles, or other alteration of any terms or conditions of the policy, or of the effective date of any reduction in the amounts of insurance. All of Tenant's insurance coverages shall be written as primary policies, not contributing to, and not as excess coverage to coverage which Landlord may carry. Tenant agrees to permit Landlord, at any reasonable time, to inspect Tenant's policies of insurance of Tenant with respect to the Premises. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) **Additional Insured Endorsement:**

1. General Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to Tenant."
2. Automobile Liability: "The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Lessee."

(b) 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 against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(c) Each insurance policy required by this Lease shall be in effect for the duration of the Lease Term. The maintenance of proper insurance coverage is a material element of the Lease and failure to maintain or renew coverage or to provide evidence of renewal may be treated by Landlord as a default of the Lease on Lessee's part.

9.5 Blanket Coverage. Notwithstanding anything to the contrary set forth in this Article 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, (i) that Landlord and other parties in interest to Landlord shall be named as additional insured as their interests may appear and (ii) that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and (iii) that the requirements set forth herein are otherwise satisfied.

9.6 Insurance Provided by Landlord. Landlord shall at all times from and after the Commencement Date maintain in effect a policy or policies of insurance covering the Premises in an amount not less than eighty percent (80%) of full replacement cost (exclusive of the cost of land, excavations, foundations and footings) from time to time during the Term, or the amount of such insurance as Landlord's Lender may require Landlord to maintain, whichever is greater. This coverage must provide protection against any peril generally included in the classification "Fire and Extended Coverage," sprinkler damage, vandalism, malicious mischief and business interruptions. In addition, Landlord may, at Landlord's option, obtain insurance against earthquake, flood and other natural disaster damage; but Landlord is not obligated to obtain or continue to maintain such coverage. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance. If Landlord is a municipal governmental entity, Landlord may elect to self insure for the coverage required herein on terms and conditions in accordance with programs and policies of self insurance established and in effect from time to time by Landlord.

9.7 Actions Affecting Insurance. Tenant shall not at any time during the Term carry any stock or goods or do anything in or about the Premises which will in any way tend to increase the insurance rates upon the Pier Retail/Restaurant Area. Tenant shall pay to Landlord, upon demand, the amount of any increase in premiums for insurance that may be charged during the Term, or the amount of insurance coverage required to be carried by Landlord on the Pier Retail/Restaurant Area, resulting from any act of Tenant in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload of the electrical lines of the Pier Retail/Restaurant Area, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction, including without limitation, removal and restoration, and nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Tenant shall, at its own expense, comply with all requirements for Landlord's maintenance of fire and extended coverage insurance for the Premises, including the installation of fire extinguishers or automatic dry chemical extinguishing systems that may be more particularly described elsewhere in this Lease.

9.8 Hazardous Materials. Tenant covenants that no Hazardous Materials shall be brought onto, stored, used, transported or disposed of at the Premises by Tenant or any of its employees, agents, independent contractors, licensees, subtenants or invitees, except for in strict compliance with all laws, rules and regulations controlling the presence and use of such materials. No Hazardous Materials shall be placed into the plumbing or waste treatment systems of the Premises except for systems which are designed to accept Hazardous Materials for treatment and discharge in accordance with the laws applicable thereto. Tenant shall undertake special attention and precautions to prevent the discharge or disposal of any Hazardous Materials into the ocean. Tenant shall hold harmless, indemnify and defend Landlord, its respective councilmembers, elected and appointed officials, employees, volunteers, successors and assigns, (collectively, the "Indemnified Persons") from and against any direct, indirect, or consequential Environmental Damages resulting from or arising out of events occurring on or about the Premises during the

Term, except for Environmental Damages arising solely from the acts or omissions of any one of the Indemnified Persons. Tenant's indemnification obligation hereinabove shall survive the expiration of the Term or earlier termination of this Lease.

Tenant covenants to promptly notify Landlord when Tenant becomes aware of (a) the presence of Hazardous Materials on the Premises which were not previously authorized by Landlord in accordance with the provisions of this Section or approved in writing by Landlord, and (b) the release to the Premises or the air of Hazardous Materials, whether or not caused or permitted by Tenant. Such notice shall include as much detail as reasonably possible, including identity of the location, type and quantity of Hazardous Materials released. If the unauthorized existence of Hazardous Materials on the Premises is caused or permitted by the Tenant, or the Tenant releases Hazardous Materials beneath, on or above the Premises, and such existence or release results in Environmental Damages, the Tenant, at its sole expense, shall promptly take all actions required by the Laws applicable thereto to return the Premises to the condition existing prior to the events which resulted in Environmental Damages.

9.9 Adjustment of Coverage. The amounts of insurance coverage shall be adjusted periodically upon the request of the Landlord's "risk manager", and the amounts of adjustments shall not be less than such periodic increases of CPI. As conditions change, Landlord reserves the right to make changes to any provisions or coverage as set forth in this Article 9 as determined by City's risk manager in his or her reasonable discretion.

ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS

10.1 Landlord's Consent.

(a) Tenant shall not make or permit to be made any alterations, additions or improvements (singularly and collectively "Alterations") to or of the Premises, Pier or Improvements or any part thereof without the prior written consent of Landlord in each instance.

(b) Landlord will not unreasonably withhold its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the Premises, Pier or Improvements; (ii) the Alterations are nonstructural and do not impair the strength of the Premises, Pier or Improvements or any part thereof; (iii) the Alterations are to the interior of the Premises and do not affect any part of the Pier or Pier Retail/Restaurant Area outside of the Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("HVAC"), mechanical, electrical, sanitary or other utilities, systems and services of the Premises or Improvements, or increase the usage thereof by Tenant; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (A) a fee for Landlord's indirect costs, field supervision or coordination in connection with the Alterations equal to ten percent (10%) of the estimated cost of Alterations that are in excess of \$10,000, and (B) the reasonable costs and expenses actually incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with applicable laws, including, without limitation, the fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than \$10,000 (exclusive

of the costs of items constituting Tenant's Property, as defined in Section 10.2), Tenant obtains and delivers to Landlord, at Landlord's option, either: (C) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in California, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Landlord, or (D) such other security as shall be reasonably satisfactory to Landlord. Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion.

(c) Not less than fifteen (15) days nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. All Alterations must comply with all applicable laws, the other terms of this Lease, and the final plans and specifications approved by Landlord, and Tenant shall fully and promptly comply with and observe the rules and regulations of Landlord then in force with respect to the making of Alterations. Landlord's review and approval of Tenant's plans and specifications are solely for Landlord's benefit. Landlord shall have no duty toward Tenant, nor shall Landlord be deemed to have made any representation or warranty to Tenant, with respect to the safety, adequacy, correctness, efficiency or compliance with Laws of the design of the Alterations, the plans and specifications therefor, or any other matter regarding the Alterations.

10.2 Ownership and Surrender of Alterations. Upon their installation, all Alterations, including, but not limited to, wall covering, paneling and built-in cabinetry, but excluding movable furniture, trade fixtures and office equipment ("Tenant's Property"), shall become a part of the realty and belong to Landlord and shall be surrendered with the Premises. However, upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord, at Tenant's expense, immediately remove any Alterations made by Tenant which are designated by Landlord to be removed and repair any damage to the Premises caused by such removal.

10.3 Liens. Tenant shall pay when due all claims for labor, materials and services furnished by or at the request of Tenant or Tenant's affiliates. Tenant shall keep the Premises, Pier and Pier Retail/Restaurant Area free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's affiliates, or any other act or omission of Tenant or Tenant's affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "Liens.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all liabilities incurred by Landlord or Landlord's affiliates in connection with the foregoing. If Tenant fails to keep the Premises, Pier or Pier Retail/Restaurant Area free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against, all liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's

cure nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, Pier and Pier Retail/Restaurant Area free from Liens.

10.4 Additional Requirements. Alterations shall comply with all Laws. Tenant, at its expense, shall obtain all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. The City shall have all rights to review and approve or disapprove all required submittals in accordance with the City Municipal Code, and nothing set forth in this Lease shall be construed as the City's approval of any or all of the applications or plans for the Alterations. Tenant, at its expense, shall diligently cause the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations, or any other work, labor, services or materials done for or supplied to Tenant or Tenant's affiliates, or by any person claiming through or under Tenant or Tenant's affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Pier or Pier Improvements, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Pier or Pier Retail/Restaurant Area. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried, in addition to the insurance described in this Lease, Workers' Compensation insurance in statutory limits and such other insurance as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

10.5 Compliance with Applicable Prevailing Wage Requirements. The Tenant shall carry out the construction of all Alterations in conformity with all applicable federal and state labor laws. If applicable, Tenant and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Although the parties believe that California law does not require the payment of prevailing wages or the hiring of apprentices as a result of this Lease because the Premises is being leased at its fair market rental value, Tenant shall be solely responsible for determining and effectuating compliance with such laws, and Landlord makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Alterations. Tenant hereby expressly acknowledges and agrees that the Landlord has not previously affirmatively represented to the Tenant or its contractor(s) for the construction of the Alterations, in writing or otherwise, in a call for bids or otherwise, that the Alterations are not a "public work," as defined in Section 1720 of the Labor Code.

Tenant shall indemnify, protect, defend and hold harmless the Landlord and its officers, employees, contractors and agents, with counsel reasonably acceptable to the Landlord, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including, without limitation, reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way

from any of the following: (1) the noncompliance by Tenant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; or (3) failure by Tenant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the construction of the Alterations, including, without limitation, any and all public works (as defined by applicable law), Tenant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

ARTICLE 11 MECHANICS' LIENS

11.1 No Liens. Tenant shall do all things necessary to prevent the filing of any mechanics' or other lien against the Pier Retail/Restaurant Area, the Premises, the underlying real property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant, or by reason of Tenant's failure to pay any Taxes which Tenant is required to pay. If any lien shall at any time be filed against the Pier Retail/Restaurant Area or the Premises or any part thereof, Tenant shall either cause the lien to be discharged of record immediately after the date of filing of the lien or, if Tenant in its discretion and in good faith determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required, in Landlord's judgment, to prevent any foreclosure proceedings against the Pier Retail/Restaurant Area, the Premises or any part thereof and to permit a reputable title insurance company to insure over the lien during the pendency of such contest. If Tenant shall fail to discharge such lien immediately or fail to furnish such security, such inaction shall constitute a default under this Lease and, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, deemed necessary by Landlord. Tenant shall, within three (3) days after Landlord's request, hire an attorney acceptable to Landlord who agrees with Landlord in writing to represent Landlord and Tenant, at Tenant's sole cost, in connection with the discharge of the lien and protection of the Premises and Pier Retail/Restaurant Area. If such written confirmation is not received by Landlord from an acceptable attorney within such three (3) day period, Landlord may hire an attorney to represent Landlord's interest in connection with any such lien, at Tenant's sole cost. Tenant shall repay to Landlord upon demand, all sums disbursed, expended, incurred or deposited by Landlord pursuant to the foregoing provisions of this Section 11.1, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith. Nothing contained in this Lease shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

11.2 Notices of Non-Responsibility. Landlord or its representatives shall have the right to enter and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be

proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any putative lien, give to Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

11.3 Security for Contested Claims. If Tenant desires to contest any claim of lien, it shall furnish Landlord adequate security for 150% of the amount of the claim, plus estimated costs and interest, or the bond of a responsible corporate surety in such amount, conditioned upon the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall immediately pay and satisfy such judgment.

11.4 Landlord's Rights. If Tenant is in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and has not given Landlord security to protect the Premises and Landlord against such claim of lien, Landlord may (but shall not be so required to) pay said claim and any associated costs. The amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Tenant to Landlord. Interest shall accrue on such amount from the dates of Landlord's payments at the Maximum Lawful Rate.

ARTICLE 12 ADVERTISING MEDIA

12.1 Approved Advertising. Tenant shall erect signs in accordance with the provisions of the sign criteria labeled Exhibit E. Tenant hereby receives Landlord's consent to affix a sign to a lower corner of the door or front window of the Premises, showing the name, address and telephone number of Tenant. Any and all signage pertaining to Tenant's business must be approved by all necessary public agencies prior to installation. Any signage currently on the Premises will be considered new signage as of the Commencement Date, and therefore, must receive the proper approval (from Landlord and all appropriate governmental agencies) to remain on the Premises.

12.2 Landlord's Consent Required. Tenant shall not affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such item or items except with the prior written approval of Landlord as to size, type, color, location, copy, medium, structure and aesthetic qualities on any of the glass panes and supports of the show windows, doors and the exterior walls nor within twenty-four (24) inches of any window of the Premises.

12.3 Advertising Outside Premises. No advertising medium shall be utilized by Tenant which can be heard or experienced outside the Premises, including but not limited to flashing lights, searchlights, loudspeakers, phonographs, radios or televisions. Tenant shall not display, paint or place any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Pier Retail/Restaurant Area, nor shall Tenant distribute, or cause to be distributed, in the Pier Retail/Restaurant Area or on the Property, any handbills or other advertising devices without the prior written consent of Landlord. Landlord may enter upon the Premises to remove any non-conforming signs, etc. Tenant shall not decorate, paint, alter, install canopies, devices, fixtures, antennas or attachments to the exterior or roof of the Premises.

ARTICLE 13 FIXTURES AND PERSONAL PROPERTY; PAYMENT OF TAXES.

13.1 Removable Trade Fixtures. Any Removable Trade Fixtures shall remain the property of Tenant and Landlord agrees that Tenant shall have the right to remove any and all of its Removable Trade Fixtures which it may have stored or installed in the Premises, provided Tenant is not in breach or violation of any of its duties or obligations under the terms of this Lease. Nothing in this Article shall be deemed or construed to permit Tenant to remove such Removable Trade Fixtures without the immediate replacement thereof with similar property of comparable or better quality, if such removal renders the Premises unsuitable for conducting the type of business specified in Exhibit B. Tenant shall, at its expense, immediately repair any damage to the Premises caused by the removal of any such trade fixtures, signs, and other personal property. Upon expiration or termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris. All Removable Trade Fixtures installed in or attached to the Premises by Tenant must be new when so installed or attached.

13.2 Improvements and Tenant's Work. All Improvements to the Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions, but excluding Removable Trade Fixtures, shall become the property of Landlord upon expiration or termination of this Lease.

13.3 Taxes on Improvements and Fixtures. Tenant shall pay before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, Removable Trade Fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises. In the event any of such items of property are assessed with the property of Landlord, then such assessment shall be equitably allocated between and paid by Landlord and Tenant, and any portion of such assessment levied on the property of Landlord shall be paid to Landlord as Additional Rent. Landlord shall determine the basis of prorating any such assessments and such determination shall be binding upon both Landlord and Tenant.

13.4 Notice of Possessory Interest; Payment of Taxes and Assessments. City is a public entity, and as such, Landlord's underlying fee and reversionary interest in the subject property is, or may be, exempt from property tax assessments. **In accordance with California Revenue and Taxation Code Section 107.6(a), Landlord hereby informs Tenant that by entering into this Lease a possessory interest in Tenant subject to property taxes may be created, and if so, Tenant or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.**

In the event the Landlord shall no longer be exempt from property tax assessments and Tenant is not separately assessed for its possessory interest and Improvements on the Premises, Tenant shall, as Additional Rent, pay (or, if Landlord is assessed and pays, shall pay to Landlord) that portion of any assessment levied against or upon the Pier Retail/Restaurant Area or Landlord's interest therein that represents the value of the Tenant's leasehold interest and the value of the Improvements of the Premises that would have been assessed and levied upon the Premises had it

been assessed as such possessory interest. The amount of any tax or excise payable by or assessed against Tenant shall be paid by Tenant before it becomes delinquent.

Landlord and Tenant recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies or fees placed on, or levied in connection with the ownership, leasing, occupancy or operation of the Pier Retail/Restaurant Area or the Premises. Any new or increased tax, assessment, charge, levy or fee which is imposed or increased as a result of or arising out of any change in the structure of the real property tax system or any limitation on the real property taxes which can be assessed on real property including, but not limited to, any and all taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease (including any surcharge on the income directly derived by Landlord therefrom) or for the purpose of funding special assessment districts of the type funded by real property taxes, shall also be included within the meaning of "taxes". With respect to any general or special assessment which may be levied against or upon the Premises or the Pier Retail/Restaurant Area and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in periodic installments, there shall be included within the meaning of "taxes" with respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. With respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year. During any part of the Term which shall be less than a full tax fiscal year, Taxes applicable to the Premises shall be prorated on a daily basis between Landlord and Tenant so that Tenant shall pay only the Taxes attributable to the portion of the tax fiscal year occurring within the term of this Lease. In the event that any Taxes are payable after the end of a tax fiscal year, Landlord may nevertheless collect Taxes applicable to the Premises from Tenant as set forth above (in a tax fiscal year) and treat Tenant's payments as payments on account of Taxes payable after the tax fiscal year.

ARTICLE 14 ASSIGNING, MORTGAGING, SUBLETTING, CHANGE IN OWNERSHIP

14.1 Prohibition Against Transfer. Tenant acknowledges that as a government entity, Landlord must make many of its lease decisions in public, and therefore has unique concerns regarding the composition of tenants. Tenant further acknowledges that given the unique "attraction park" nature of the property, the importance of the Harbor and Pier areas in bringing revenues to the City, and the importance of the Harbor and Pier areas to the image of Redondo Beach, Landlord has further unique concerns regarding the composition of tenants. Accordingly, Tenant agrees that Tenant shall not have the power to transfer or assign this Lease, sublet the Premises, enter into license or concession agreements, or change ownership (such transactions are hereinafter individually and collectively referred to as a "Transfer"), without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

14.2 Restrictions on Transfer. If Tenant desires to apply for Landlord's consent for a Transfer to anyone (a "Transferee"), Tenant shall give written notice ("Transfer Notice") to Landlord at least 60 days before the effective date of any such proposed Transfer. The Transfer Notice shall state (a) whether Tenant proposes to assign the Lease, sublet the Premises, enter into

a license or concession agreement or change ownership, (b) the proposed effective date of the Transfer, (c) the identity of the proposed Transferee, (d) all other material terms of the proposed Transfer, (e) in detail the type of business operation the proposed Transferee intends to conduct on the Premises and (f) Tenant's warranty and representation that Tenant is not in breach or violation of any of its obligations or duties under this Lease (or, if there is such a breach or violation, a statement identifying such breach or violation). The Transfer Notice shall be accompanied by a copy of the proposed agreement documenting the Transfer, or if none, a copy of any offers, draft agreements, letters of commitment or intent and other documents pertaining to the proposed Transfer. In addition, the Transfer Notice shall be accompanied by the proposed Transferee's income statements and balance sheets covering the preceding 36-month period, and each shall be certified as accurate by the Transferee.

If Landlord consents to the proposed Transfer, Tenant may thereafter promptly affect a Transfer in accordance with the terms of Tenant's Transfer Notice. If Landlord consents to the proposed Transfer and Tenant does not consummate the proposed Transfer within 30 days after receipt of Decision Notice, the provisions of the first paragraph of this Section 14.2 shall again apply. Any Transfer without Landlord's prior written consent shall be immediately void and shall constitute a default hereunder.

14.3 No Release from Liability. No Transfer, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of Tenant's obligations under this Lease, from its covenants and obligations hereunder during the Term. Tenant shall, promptly upon demand, reimburse Landlord for Landlord's reasonable attorneys' fees and administrative expenses incurred in conjunction with the processing and documentation of any requested Transfer.

14.4 Transferees's Obligations. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, and executed by Tenant and the Transferee. Each such Transferee shall agree in writing for the benefit of Landlord to assume, be bound by, and perform the terms, covenants and conditions of this Lease to be performed, kept or satisfied by Tenant, including the obligation to pay to Landlord all amounts coming due under this Lease. One fully executed copy of such written instrument shall be delivered to Landlord. Failure to obtain in writing Landlord's prior consent or otherwise comply with the provisions of this Article 14 shall prevent any Transfer from becoming effective.

14.5 Assignee's or Subtenant's Rent. Upon the effective date of any Assignment, the Minimum Monthly Rent shall be increased to the highest of (i) the rentals payable by any assignee or subtenant pursuant to such Assignment or Subletting, (ii) an amount equal to the total of the Minimum Monthly Rent, as adjusted under Section 7.3 hereof, plus Percentage Rental, required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such Assignment, or (iii) an amount equal to the Minimum Monthly Rent as adjusted under Section 7.3 hereof, but using as the numerator of the fraction described therein the CPI as of the effective date of such Assignment. In no event shall the Minimum Monthly Rent after such Assignment be less than the Minimum Monthly Rent during the period immediately preceding.

14.6 Further Restrictions. Tenant shall not, without the prior written consent of Landlord (which consent may be granted or withheld in Landlord's sole discretion), mortgage, encumber or

hypothecate this Lease or any interest herein. Tenant shall not permit the Premises to be used by any party other than Tenant or a permitted Transferee. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. For purposes of this Article 14, if Tenant is a partnership, a limited liability company or other association other than a corporation, any withdrawal(s) or change(s) of a Principal Owner or if Tenant is a corporation, any transfers cumulating 25% or more of its stock, shall constitute a voluntary Transfer and shall be subject to the provisions hereof. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

ARTICLE 15 TENANT'S CONDUCT OF BUSINESS

15.1 Continuous Operation. Tenant covenants to open for business with the general public adequately staffed with workers, merchandise and fixtures in accordance with the Use of Premises to which it is restricted under this Lease. From and after the date Tenant opens for business, Tenant shall continuously (except for reasonable temporary periods necessary for maintenance, repairs, installation of equipment and tenant improvements) and uninterruptedly conduct within the Premises the business which it is permitted to conduct under this Lease except while the Premises are untenable by reason of fire or other casualty. Tenant shall at all times keep and maintain within and upon the Premises an adequate staff of workers and stock of merchandise and trade fixtures to service and supply the usual and ordinary demands of its customers, and shall keep the Premises in a neat, clean and orderly condition. Tenant shall continuously, actively and diligently operate its business in the entire Premises in a high grade and reputable manner throughout the term of this Lease, maintaining in the Premises an adequate staff of employees and a full and complete stock of merchandise. The Premises shall be personally supervised by competent personnel who have power to act on behalf of Tenant. In general, Tenant shall employ its best business judgment, efforts and abilities to operate Tenant's business in an efficient and businesslike manner. It is expressly understood and agreed that Landlord does not consider Minimum Monthly Rent in itself a fair and adequate rental for the Premises and would not have entered into this Lease unless Tenant had obligated itself to pay Monthly Percentage Rent, which Landlord expects to supplement the Minimum Monthly Rent to provide fair and adequate rental return. It is the intent of Landlord and Tenant that Tenant produce the maximum Gross Sales possible during the Term. Therefore, if Tenant fails to continuously operate its business in accordance with the terms of this Lease, fails to keep the required store hours, or vacates the Premises prior to the expiration of the term hereof, Tenant shall pay Monthly Percentage Rent in an amount not less than Default Monthly Percentage Rent for each Month during which such failure or vacation has occurred, notwithstanding that for each such Month Tenant also submits a Monthly Statement. In addition, Landlord shall have the right to treat any of such events as a material default and breach of this Lease.

15.2 Hours of Operation. Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Pier Retail/Restaurant Area, if Tenant conducts a retail business, then Tenant shall remain open for business during the Minimum Hours of Operation. Landlord retains the right (but not the obligation) to change the Minimum Hours of Operation to those hours, if any, other businesses in the Pier Retail/Restaurant Area are normally open for business. Tenant shall adequately illuminate its window displays, exterior signs and exterior advertising displays continuously during all Minimum Hours of Operation as determined

in Landlord's sole and absolute discretion. The foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations or labor union contracts to which the Tenant's business is subject. Tenant's failure to keep the Premises open for business during the Minimum Hours of Operation shall be conclusively deemed for any and all purposes to be a violation or breach of a condition, covenant or obligation of this Lease which cannot afterward be cured or performed, but which may be enforced by Landlord by an action for specific performance, in addition to any other remedies available to Landlord.

15.3 Non-Competition. Because Monthly Percentage Rent is a material consideration of this Lease, and in order to achieve maximum sales volume, Tenant, any affiliate and any Guarantor of the Lease, (and their respective officers, directors, and stockholders or partners) shall not directly or indirectly own, operate, manage or have any interest in the profits of any similar store or business (unless in operation on the date of this Lease and identified in the Rider, Exhibit G) within a radius of three (3) miles from the perimeter of the Pier Retail/Restaurant Area. Without limiting Landlord's remedies, if Tenant violates any provision of this Section, Landlord may, at its option, include the gross sales of such other competing stores or businesses in the Gross Sales transacted in the Premises for the purpose of computing Monthly Percentage Rent due hereunder, as though the sales of such competing stores or businesses had actually been made from the Premises. If Landlord so elects, all of the provisions of Article 7 hereof shall be applicable to all records pertaining to such competing stores or businesses. Any competing stores or businesses existing as of the date of this Lease and specified in the Rider that would violate this Non-Competition section may continue to be operated, managed, conducted and owned in the same manner and location as on the date of this Lease.

ARTICLE 16 REPAIRS AND MAINTENANCE

16.1 Tenant's Maintenance. In addition to the duties, restrictions and obligations of Tenant in Section 4.2 above, Tenant shall, at its own cost and expense, repair, replace and maintain in good and tenantable condition (a) the Premises and every part thereof (except that portion of the Premises to be maintained by Landlord as hereinafter provided), (b) the utility meters, lines, pipes and conduits, all fixtures, air conditioning equipment and heating equipment and other equipment or fixtures exclusively serving the Premises, located within and without the Premises regardless of whether (i) such equipment or fixtures are installed or owned by Landlord or Tenant as part of any equipment system or (ii) are attached to the exterior of or installed on the roof of the Premises by Tenant or Landlord; (c) the storefront or storefronts and all signs, locks and closing devices, window sashes, casements or frames, doors and door frames, floor coverings (including carpeting, terrazzo or other special flooring). Tenant shall perform all such items of repair, maintenance, alteration, improvement or reconstruction as may at any time or from time to time be required by a Governmental Agency having jurisdiction over the Premises. Tenant shall contract with a service company, acceptable to Landlord, for the monthly maintenance of the heating, ventilating and air conditioning equipment exclusively serving the Premises, and shall furnish to Landlord a copy of the service contract within ten (10) days after Tenant opens the Premises to the public for business, and shall furnish to Landlord a copy of any subsequent contract entered into by Tenant from time to time during the Term. Tenant shall promptly replace at its own expense any broken glass, both exterior and interior, with glass of the same kind, size and quality and shall cause the exterior of the Premises to be painted not later than the end of every third Lease Year in accordance with the

specifications required by the "Design Criteria" adopted by Landlord for the Pier Retail/Restaurant Area. Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system within or outside the Premises without Landlord's consent in its sole discretion.

16.2 Landlord's Right to Repair. If Tenant fails to make repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right to elect to make such repairs or perform such maintenance on behalf of and for the account of Tenant after five (5) days' notice of such election. No notice shall be required in the event of an emergency. The cost of such work shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefor.

16.3 Surrender of Premises. Upon expiration or termination of the Lease, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted. Upon request of Landlord, Tenant shall execute and deliver to Landlord in recordable form a quitclaim deed for the Premises.

16.4 Landlord's Maintenance. Subject to the foregoing provisions, Landlord shall keep and maintain in good and tenantable condition and repair the structural integrity of the pilings upon which support the Premises and of the roof, exterior bearing walls (excluding the interior of all walls and the exterior and interior of the store fronts, all windows, doors and plate glass and interior ceilings) and structural parts of the Premises, the main trunk lines, pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligations of the appropriate utility company). Notwithstanding the foregoing, Landlord shall not be required to make repairs (a) necessitated by reason of (i) the negligence or omission of Tenant or anyone claiming under Tenant, (ii) the failure of Tenant to perform or observe any conditions or agreements in this Lease, or (iii) alterations, additions, or Improvements made by Tenant or anyone claiming under Tenant or (b) casualties for which Landlord is not required to (and does not) carry insurance or for insured casualties for which available insurance proceeds are not sufficient to pay the costs of such repair. Landlord shall have no liability to Tenant for failure to make repairs unless (i) Tenant has previously notified Landlord in writing of the need for such repairs and (ii) Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant shall be responsible for all damage resulting from any delays in making required repairs occasioned by Tenant's failure to give prompt notice as Landlord's obligation to repair is conditioned thereon.

As used in this Section, "exterior walls" shall not include storefronts, plate glass, window cases or window frames, doors or door frames, security grills or similar enclosures. Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or Improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as expressly provided in this Article. If Landlord fails to begin making such repairs to the Premises or perform such maintenance of the Premises as it is obligated to do by the terms hereof within a reasonable time after Landlord's receipt of written notice, Tenant's sole right and remedy for such failure on the part of Landlord shall be, after further written notice to Landlord, to cause such repairs to be made or such maintenance to be performed to the Premises in a first class workmanlike manner and in compliance with all applicable governmental, insurance and warranty requirements and the standards set forth in this Lease. Upon completion of such repair

or maintenance Tenant must submit to Landlord its invoice for the actual, direct costs and expenses of the repairs or maintenance, which Landlord shall pay promptly after demand, provided that the costs and expenses shall not exceed the reasonable cost of such repairs or maintenance. Tenant hereby releases Landlord from, and agrees that Tenant shall be liable for, any damages resulting from Tenant's failure to properly perform any repairs or maintenance which Tenant elects to perform under this Section 16.4.

16.5 Landlord's Entry. Upon reasonable notice by Landlord, Tenant shall permit Landlord or its authorized representatives to enter the Premises at all times during normal business hours for purposes of inspection. Tenant shall permit Landlord or any person authorized by Landlord to enter upon the Premises and make any necessary repairs to the Premises or to perform Landlord's maintenance required of Landlord under Section 16.4 and to perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, of any insurer of the Premises, or of any rating bureau or insurance underwriters of Landlord, or (ii) that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed promptly after receipt of written demand from Landlord, or (iii) that Landlord may deem necessary to perform remodeling, construction or other work incidental to any portion of the Pier Retail/Restaurant Area or the pilings and other structures supporting the Pier Retail/Restaurant Area, including but not limited to work on the premises of another tenant adjacent to the Premises or to enforce any provision of this Lease or to cure any default of Tenant. Landlord shall use its best efforts not to interfere unreasonably with Tenant's business during the conduct of any such work. If such work of Landlord unreasonably interferes with the ability of Tenant to conduct its business on the Premises as required by this Lease, during the period of such unreasonable interference the Minimum Monthly Rent shall be partially abated in proportion to the amount of such unreasonable interference; and in the event such work fully prevents Tenant from conducting its business as required, the Minimum Monthly Rent shall be fully abated during such period, and such interference shall not be claimed by Tenant as constituting a constructive eviction by Landlord; provided, however, that the Minimum Monthly Rent shall not be reduced to a level lower than the amount of the Business Interruption Insurance required to be provided by Tenant in Section 9.4.8. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to perform such work. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned by the exercise of such rights. In the event Landlord makes any repairs pursuant to subsections (i) or (ii), Tenant shall pay the cost thereof to Landlord as Additional Rent, promptly upon receipt of a bill therefor.

16.6 Display. Landlord and its authorized representatives may enter the Premises at any time during business hours for the purpose of exhibiting the Premises to prospective developers, lenders, assignees, or master leaseholders. During the final six (6) months of the term of this Lease, Landlord may exhibit the Premises to prospective tenants.

ARTICLE 17 RECONSTRUCTION

17.1 Damage or Destruction by Casualty. In case of any damage to or destruction of the Improvements on the Pier Retail/Restaurant Area or the Common Area or the Improvements on the Premises, or any part thereof, and subject to the next sentence, if the insurance proceeds available to Landlord, if any, on account of such damage or destruction to the Premises are sufficient for the purpose, Landlord shall within a reasonable period of time commence and complete the restoration, replacement or rebuilding of the Improvements, together with such alterations and additions, or variations from the original plans for the exterior elevations (including materials selection and color) or the size, bulk and scale of the Improvements and such alterations or changes as are required by then current building codes (such restoration, replacement, rebuilding, alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration"). If the Improvements on the Premises are damaged during the last three (3) years of the Lease Term, or if the insurance proceeds collected with respect to such Improvements are not sufficient to complete Restoration, or if there are no insurance proceeds for the Improvements, or if Landlord elects not to undertake Restoration of the Improvements, then Landlord shall have the right to notify Tenant of such election and this Lease shall terminate as to the Premises. Tenant shall repair and restore Tenant's betterments, trade fixtures, equipment, inventory or other installations or Improvements of Tenant in, on or about the Premises, and such Improvements as Tenant is required to insure, and/or repair and maintain under this Lease.

17.2 Termination Upon Substantial Damage. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its option, terminate this Lease upon thirty (30) days' notice to Tenant (said notice to be given not later than one hundred (100) days after the later of the occurrence of any damage or destruction or written notification from Tenant to Landlord of such occurrence) if: (i) the Premises, the Pier Retail/Restaurant Area or the Common Area shall be damaged or destroyed and Landlord's architect shall certify in writing that the extent of the damage or destruction is twenty-five percent (25%) or more of the replacement value of any of the respective Premises, Pier Retail/Restaurant Area or the Common Area (excluding the replacement value of trade fixtures, equipment, inventory or other installations or Improvements not permanently affixed to the real estate) immediately prior to the occurrence of the damage or destruction, or (ii) the damage or destruction is such that, in Landlord's judgment, restoration cannot be completed within one hundred twenty (120) days of the commencement thereof regardless of the cost of such restoration or repair. The effective date of the termination shall be the date of the occurrence of the damage or destruction.

17.3 Commencement of Restoration. If the Premises shall be damaged or destroyed, and either the provisions of Section 17.2 shall not apply, or the provisions of Section 17.2 shall apply but Landlord shall not have elected to terminate this Lease, Landlord and Tenant shall commence their respective obligations of repair and restoration set forth in Section 17.1 as soon as practicable, and shall prosecute the same to completion with all due diligence.

17.4 No Abatement of Rent. During the period of any damage, repair or restoration provided for in Section 17.1, the Minimum Monthly Rent for the Premises shall not be abated in any way except if the Premises is not repaired or restored within six months from the date of the damage or destruction and such is due to the fact that Landlord failed to prosecute its repairs and restoration with all due diligence, then Minimum Monthly Rent for the Premises shall abate from

the sixth month date after the date of such damage or destruction until that date upon which the Premises is repaired and restored, or such earlier date on which it should have been repaired and restored if Tenant had prosecuted its repairs and restoration with all due diligence; provided, that Tenant shall not be liable for any Minimum Monthly Rent to the extent that Landlord is paid benefits for such the loss of Minimum Monthly Rent from the Business Interruption Insurance required to be provided by Tenant in Section 9.4.8. Tenant shall continue or cause to be continued the operation of the businesses in the Premises during any such period to the extent reasonably practicable. Tenant's obligation to pay all other amounts payable under this Lease shall continue. Tenant shall not be entitled to any abatements or reductions or to any compensation, damage or offset for loss of the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

17.5 Remedies Limited. As a material inducement to entering into this Lease, Tenant irrevocably waives and releases its rights under the provisions of Section 1932(2) and 1933(4) of the California Civil Code, it being the intent of the parties hereto that the express terms of this Lease shall control under any circumstances in which those provisions might have otherwise applied. Said Sections whose effect are being waived presently provide as follows:

Section 1932: "The hirer of a thing may terminate the hiring before the end of the term agreed upon:...2. When the greater part of the thing hired, or that part which was and which the letter had at the time of the hiring reason to believe was the material inducement to the hirer to enter into the contract, perishes from any other cause than the want of ordinary care of the hirer."

Section 1933: "The hiring of a thing terminates:...4. By the destruction of the thing hired."

ARTICLE 18 **COMMON AREAS**

18.1 Use of Common Areas. Subject to the provisions of Section 18.4, Tenant and its employees and invitees are authorized, empowered and privileged to non-exclusive use of the Common Areas during the Term. Tenant hereby acknowledges that, as of the date of this Lease, there is no parking area within the Pier Retail/Restaurant Area which will be part of the Common Area. Landlord reserves the right to repair, change, modify, or otherwise alter the Common Area. Further, Landlord expressly reserves the right to establish, modify and enforce reasonable rules and regulations governing the Common Area.

18.2 Common Area Maintenance. Landlord shall maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Areas at all times for the benefit and use of the customers and patrons of Tenant, and of other tenants, owners and occupants of the land constituting the Pier Retail/Restaurant Area. All Common Area Expenses shall be at the sole cost and expense of Landlord and shall not, except for the Tenant's Monthly Expense Share, be charged to Tenant except as otherwise provided for in this Lease. If Landlord at any time hereafter determines, in Landlord's sole and absolute judgment, that the best interests of the Pier Retail/Restaurant Area will be served by having the Common Areas or any part thereof operated and maintained by a person, firm or corporation other than Landlord, Landlord may select a person, firm or corporation to operate and maintain all or any such part of the Common Areas and may negotiate and enter into a contract therefor with such

person, firm or corporation on such terms and conditions and for such time as Landlord, in Landlord's sole and absolute judgment, shall deem reasonable and proper both as to service and cost. Landlord shall keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted, landscaped and insured, and shall repair any damage to the facilities thereof.

18.3 Control of Common Areas. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Areas within the Pier Retail/Restaurant Area, including surface, underground or multiple-deck, and of making such changes therein which in Landlord's sole and absolute discretion are deemed to be desirable and for the best interest of all persons using the Common Areas. The exercise of Landlord's discretion shall include but shall not be limited to the location and relocation of entrances and exits, the installation and location of prohibited areas, and the design and location of landscaped areas.

Tenant and its employees, customers, suppliers, invitees and patrons shall abide by the Pier Retail/Restaurant Area and Parking Rules and Regulations, as set forth in Exhibit F, as the same may be amended by Landlord from time to time in Landlord's sole and absolute discretion. Landlord and its successors and assigns, shall at all times during the Term have sole and exclusive control of the Common Areas, and may at any time during the Term exclude and restrain any person from use or occupancy thereof, excepting customers, suppliers, invitees, employees and patrons of Tenant, and other tenants of Landlord who make use of said areas in accordance with the Pier Retail/Restaurant Area and Parking Rules and Regulations established by Landlord with respect thereto. The right of Tenant hereunder in and to the Common Areas shall at all times be subject to the rights of Landlord and other tenants of the Pier Retail/Restaurant Area to use the same in common with Tenant. It shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation.

If, in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce Landlord's right to exclude such persons by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized persons from said areas or to restrain the use of any of said areas by unauthorized persons.

Landlord shall not be liable for any damage to motor vehicles, or for loss of property from within such motor vehicles, of Tenant, its customers, suppliers, invitees, employees or patrons, unless caused by the gross negligence of Landlord, its agents, servants or employees.

18.4 Parking. Tenant hereby acknowledges that Landlord built, owns and operates two (2) parking structures adjacent to the Redondo Beach Pier Area, known as the "Pier Parking Structure" and the "Plaza Parking Structure". Said parking structures are to service the general public; including, but not limited to, customers of the Redondo Beach Pier Area and customers of Tenant. Tenant acknowledges that at no time will Tenant share in the revenues from said parking structures, nor will Tenant, its agents, employees, customers, licensees and sub-tenants receive free parking, unless granted by Landlord, in its sole discretion. Tenant, its agents, employees, customers, licensees and sub-tenants agree to comply with the fees for parking automobiles in the parking structures; said fees shall be set by the City Council of Landlord at its sole discretion. Landlord reserves the right to change entrances, exits, traffic lanes and the boundaries and

locations of said parking structures. If at any time Landlord elects to close all or a portion of said parking structures for repair, Tenant will waive any and all claims against Landlord for such closure.

Employees and suppliers of Tenant and the other tenants of Landlord shall park their automobiles in certain designated non-exclusive automobile parking areas which may from time to time be designated for employees and suppliers of the Pier Retail/Restaurant Area. Landlord at all times shall have the right to designate the particular parking area, if any, to be used by any or all of such employees or suppliers and any such designation may be changed from time to time. Tenant shall furnish Landlord with the license numbers of Tenant and its employees within fifteen (15) days after the Commencement Date and Tenant shall thereafter notify Landlord of any changes within five (5) days after such change occurs. All parking in parking areas owned or operated by Landlord shall be subject to the charges, fees and the Pier Retail/Restaurant Area and Parking Rules and Regulations pertaining to employees and suppliers promulgated from time to time by City. If special charges and fees are allowed to employees and suppliers, and Tenant or its employees or its suppliers fail to park their cars in designated parking areas, then Landlord may charge Tenant for the charges and fees for general parking each day or partial day per car parked in any areas other than those designated. All amounts due under the provisions of this Section shall be payable by Tenant within ten (10) days after demand therefor. Tenant acknowledges that employee, supplier, customer and patron parking may not be available during certain evening and early morning hours.

ARTICLE 19 BANKRUPTCY; INVOLUNTARY TRANSFERS

19.1 Election to Assume Lease. In the event an order for relief shall be entered against or come into existence as to Tenant under Chapter 7 or Chapter 11 or Chapter 13 of the U.S. Bankruptcy Code, and the Trustee or Debtor-In-Possession shall elect to assume this Lease for the purpose of assigning this Lease or otherwise, such election and assignment may only be made if all of the terms and conditions of Sections 19.2 and 19.3 are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the order for relief, or such additional time as the Bankruptcy Court authorizes, then this Lease shall be deemed rejected and immediately canceled and terminated. Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to Tenant or Trustee. Landlord's right to be compensated for damages in such bankruptcy proceeding shall survive.

19.2 Conditions of Assumption. In the event that a Petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is converted to Chapters 11 or 13, the Trustee or Tenant, as Debtor-In-Possession ("DIP"), whether DIP under Chapter 11 or 13, must elect to assume this Lease within sixty (60) days from the date of the filing of the Petition under Chapters 11 or 13, or within such additional time as the Bankruptcy Court may authorize, or the Trustee or DIP shall be deemed to have rejected this Lease. No election by the Trustee or DIP to assume this Lease, whether under Chapters 7, 11 or 13, shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, have been satisfied, and Landlord has so acknowledged in writing:

(a) Landlord has not terminated this Lease pursuant to the provisions established herein prior to the filing of the Petition.

(b) The Trustee or the DIP has cured, or has provided Landlord adequate assurance (as defined below) that:

(i) Within ten (10) days from the date of such assumption the Trustee will cure all monetary defaults under this Lease; and

(ii) Within thirty (30) days from the date of such assumption the Trustee will cure all non-monetary defaults under this Lease.

(c) The Trustee or the DIP has compensated, or has provided to Landlord adequate assurance (as defined below) that within ten (10) days from the date of assumption Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of Tenant, the Trustee, or the DIP as recited in Landlord's written statement of monetary loss sent to the Trustee or DIP. The term "monetary loss" shall include all of Landlord's attorney fees and costs incurred in monitoring Tenant's bankruptcy case and in representing Landlord's interests in such case.

(d) The Trustee or the DIP has provided Landlord with adequate assurance of the future performance of each of Tenant's Trustee's or DIP's obligations under this Lease; provided, however, that:

(i) The Trustee or DIP shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' rent (as adjusted pursuant to Section 19.2(d)(iii) below) and other monetary charges accruing under this Lease; and

(ii) If not otherwise required by the terms of this Lease, the Trustee or DIP shall also pay in advance on the date Minimum Monthly Rent is payable one-twelfth (1/12th) of Tenant's annual obligations under this Lease for maintenance, common area charge, real estate taxes, insurance and similar charges.

(iii) From and after the date of the assumption of this Lease, the Trustee or DIP shall pay as Minimum Monthly Rent an amount equal to the sum of the Minimum Monthly Rent otherwise payable hereunder, plus the highest amount of the annual Monthly Percentage Rent paid by Tenant to Landlord within the five (5) year period prior to the date of Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date Minimum Monthly Rent is payable.

(iv) If the Trustee or DIP assumes this Lease, and does not assign it, then the obligations imposed under this Lease upon the Trustee or DIP shall continue thereafter. If the Trustee or DIP assumes and assigns this Lease, then the obligations imposed under this Lease upon Trustee or DIP shall be released in accordance with Bankruptcy Code Section 365(l) and any amendments or replacements of such section, but such obligations shall continue thereafter upon the assignee(s).

(e) The assumption of the Lease will not:

(i) Breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Pier Retail/Restaurant Area; or

(ii) Disrupt, in Landlord's sole judgment, the tenant mix of the Pier Retail/Restaurant Area or any other attempt by Landlord to provide a specific variety of retail stores in the Pier Retail/Restaurant Area which, in Landlord's sole judgment, would be most beneficial to all of the tenants in the Pier Retail/Restaurant Area and would enhance the image, reputation, and profitability of the Pier Retail/Restaurant Area.

(f) For purposes of this Section 19.2, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean:

(i) The Trustee or the DIP has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that the Trustee or DIP will have sufficient funds to fulfill the obligations of Tenant under this Lease, and to keep the Premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the Premises; and

(ii) The Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord and/or the Trustee or DIP shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Trustee or DIP acceptable as to value and kind to Landlord, to secure Landlord the obligation of the Trustee or DIP to cure the monetary and/or non-monetary defaults under this Lease within the time periods set forth above. Notwithstanding the foregoing provisions, Tenant shall have the right to assign or otherwise Transfer this Lease or the entire (but not part of) the Premises, to its parent corporation or to a wholly owned subsidiary; provided, however, that (A) Tenant shall also remain primarily liable for all obligations under this Lease, (B) the Transferee shall, prior to the effective date of the Transfer, deliver to Landlord instruments evidencing such Transfer and its agreement to assume and be bound by all of the terms, conditions and covenants of this Lease to be performed by Tenant, all in form acceptable to Landlord, (C) Tenant shall not be in default under this Lease, and (D) Tenant's right to make such Transfer is expressly conditioned on, and shall remain in effect only as long as, the Transferee maintains its relationship as parent corporation or wholly owned subsidiary of Tenant.

19.3 Adequate Assurance. If the Trustee or DIP has assumed this Lease pursuant to the terms and conditions of Section 19.1 or 19.2 herein, for the purpose of transferring Tenant's interest under this Lease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended Transferee has provided "adequate assurance of future performance" as defined in this Section 19.3 of all of the terms, covenants and conditions of this Lease to be performed by Tenant. For purposes of this Section 19.3, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding

of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing:

(a) The Transferee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by Landlord to assure the future performance by such Transferee of Tenant's obligation under this Lease;

(b) The Transferee, if requested by Landlord, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness;

(c) The Transferee has submitted in writing evidence, satisfactory to Landlord, of substantial retailing experience in Pier Retail/Restaurant Areas of comparable size to the Pier Retail/Restaurant Area and in the sale of merchandise and services permitted under this Lease; and

(d) Landlord has obtained all consents or waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such Transfer.

19.4 Occupancy Charges. When, pursuant to the Bankruptcy Code, the Trustee or DIP shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Minimum Monthly Rent as defined in this Lease and other monetary obligations of Tenant for the payment of maintenance, common area charges, real estate taxes, Service Assessments, insurance and similar charges.

19.5 Consent. Neither Tenant's interest in this Lease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, Transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such Transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, Transferee, person or other entity shall be deemed to have waived the need to obtain Landlord's consent for any transfer of Tenant's interest under this Lease.

19.6 Insolvency. In the event the estate of Tenant created hereby shall be taken in execution or by other process of law, or if Tenant or any guarantor of Tenant's obligations hereunder shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under any state law, or if any order for relief is entered against, or comes into existence as to the guarantor or if an involuntary petition is commenced against the guarantor under the U.S. Bankruptcy Code, or any similar provision of another country, or any similar provision in any future federal U.S. Bankruptcy Code, or any similar provision of another country, or if a Receiver or Trustee of the property of Tenant or any guarantor shall be appointed under any state law by reason of Tenant's or the guarantor's insolvency or inability to pay its debts as they become due and otherwise, or if any Transfer shall be made of Tenant's or the guarantor's property for the benefit of creditors under state law; then and in such event Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

19.7 Other Laws. The provision of this Article 19 concerning the rights of Landlord, and the obligations of Trustee, Tenant, Debtor, Receiver, DIP and assignee are in addition to such rights and obligations provided by law, including those applicable provisions of the Bankruptcy Code. Nothing contained in this Article 19 shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

ARTICLE 20 DEFAULTS BY TENANT; REMEDIES; TERMINATION AND SURRENDER OF POSSESSION

20.1 Events of Default. The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(a) Failure or refusal to pay any amount of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent or any other sums payable by Tenant hereunder when due, or the failure or refusal to submit a Monthly Statement or Annual Statement when due; or

(b) If Tenant shall be given, in any twelve (12) consecutive calendar month period, three or more notices under clause (a) above; or

(c) Failure or refusal to occupy and operate the Premises in accordance with Article 4 or Article 15; or

(d) Any Principal Owner or general partner of Tenant terminates or materially alters its relationship with Tenant without the prior written consent of Landlord; or

(e) Maintenance, commission or permission on the Premises of waste, nuisance, or use of the Premises for an unlawful purpose or failure or refusal to maintain and repair the Premises as required by this Lease; or

(f) Any Transfer contrary to the provisions of Article 14; or

(g) Understatement of Gross Sales by more than six percent (6%); or

(h) Failure to remain open for business as required by Article 15, on any occasion during a given year of the Lease Term in which Tenant has received two (2) or more notices pursuant to subsection (b) of Section 20.2; or

(i) Failing or refusing to perform fully and promptly any express or implied covenant or condition of this Lease.

20.2 Notices. Following the occurrence of any of the defaults specified in subsection (a) through (i) of Section 20.1, Landlord shall give Tenant, or any subtenant, a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that

Tenant, or any subtenant, either fully cure each such default within the time period specified in the corresponding subsections below or quit the Premises and surrender the same to Landlord:

(a) For nonpayment of Minimum Monthly Rent, Monthly Percentage Rent, Additional Rent, or any other sums payable by Tenant hereunder, or for failure to submit a Monthly Statement or Annual Statement, five (5) days;

(b) For breach of Article 4 or Article 15, three (3) days;

(c) For any default described in subsections (d) through (h) of Section 20.1, Landlord shall give Tenant or any subtenant a written notice specifying the nature of the default and the provisions of this Lease breached and Landlord shall have the right, but not the obligation and in addition to all other rights set forth herein, to demand in said notice that Tenant quit the Premises within five (5) days; and

(d) For failure to perform any other covenant or condition of this Lease, a reasonable period to cure such default not to exceed twenty (20) days; provided, however, that if such default cannot be cured within said time period, the cure period shall be extended if Tenant so notifies Landlord in writing of Tenant's need for additional time to cure, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure within a reasonable period of time.

To the extent permitted by California law, the time periods provided in this Section 20.2 for cure of Tenant's defaults under this Lease or for surrender of the Premises shall be in lieu of (not in addition to) any similar time periods prescribed by California law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

20.3 Additional Assurances. At any time following the occurrence of any of the defaults specified in Section 20.1, Landlord, at its option, may request that within ten (10) days of Landlord's request, Tenant shall provide current financial statements for all Guarantors of this Lease.

20.4 Landlord's Rights and Remedies. Should Tenant fail to cure any default or quit the Premises within the time periods specified in Section 20.2, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable state law. Landlord has the remedy described in California Civil Code Section 1951.4 (a lessor may continue the lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations); together with the following rights, which do not limit Landlord in the exercise of any other right or remedy Landlord may have on account of such default:

(a) The right of Landlord to terminate this Lease and Tenant's right to possession and to reenter the Premises, to take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim thereon. A notice given in connection with unlawful detainer proceedings specifying a time within which to cure a default

shall terminate Tenant's right to possession if Tenant fails to cure the default within the time specified in the notice; or

(b) The right of Landlord, without terminating this Lease, to reenter the Premises and take possession of all Improvements, additions, Alterations, equipment and fixtures therein and occupy the whole or any part thereof for and on account of Tenant and to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable and to remove any persons in possession thereof; or

(c) The right of Landlord, even though it may have reentered the Premises, in accordance with subsection (b) of this Section, to elect to terminate this Lease and Tenant's right to possession of the Premises; or

(d) The right of Landlord to enjoin any act or omission.

If Landlord reenters the Premises under the provisions of subsection (b) above, Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any rental or other charges thereafter accruing, or Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of this state and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary by a written notice to Tenant at the time of or subsequent service of such notices) be deemed to be a termination of this Lease. If Landlord enters or takes possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse, all at the sole expense and risk of Tenant.

20.5 Landlord's Damages. If Landlord elects to terminate possession pursuant to the provisions of subsection 20.4 (a), (b) or (c) above, Landlord may recover from Tenant damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including

reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (d) leasing commissions, or (e) any other costs necessary, incidental or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of this State.

As used in subsections (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the Maximum Lawful Rate. As used in subsection (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

For purposes of this Article only, the term "rental" shall be deemed to be the Minimum Monthly Rent as adjusted by Section 7.3, the average Monthly Percentage Rental payable by Tenant during the twelve months of the Term preceding Landlord's termination of this Lease, and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the Minimum Monthly Rent, shall, for the purpose of calculating any amount due under the provisions of subsection (iii) above, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rental before such a sixty (60) month period has occurred then such rental shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. Tenant's right to possession shall not be deemed to have been terminated by Landlord except pursuant to Section 20.4. The following do not constitute a termination of Tenant's right to possession:

- (i) Acts of maintenance or preservation or efforts to relet the Premises;
- (ii) The appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease.

Any sum accruing to Landlord or Tenant under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the Maximum Lawful Rate from the date when the sum becomes due and payable by the terms and provisions hereof until paid.

20.6 Fixtures and Personal Property. Without limiting Landlord's rights under Article 13, in the event of default, all of Tenant's Removable Trade Fixtures, furniture, equipment, Improvements, additions, alterations, and other personal property shall remain on the Premises and in that event, and continuing during the length of said default, Landlord shall have the right, subject to the superior rights of any third party owners, lessors or lienholders of such property, to take the

exclusive possession of same and to use the same, rent or charge free, until all defaults are cured or, at its option, at any time during the Term, to require Tenant to remove the same.

20.7 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, or of any right of Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

Notwithstanding any other provision of this Article, any written notice, other than as specifically set forth in this Article, required by any statute or law now or hereafter in force is hereby waived by Tenant to the fullest extent waivable under law.

The rights and remedies given to Landlord in this Article shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

20.8 Termination and Surrender of Possession. Upon any termination of this Lease, whether by expiration of the term hereunder, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Tenant shall immediately cease doing business in the Premises and peaceably quit and immediately surrender possession of the Premises to Landlord, with all Improvements, apparatus, fixtures and alterations (except trade fixtures and furniture) in a good operating condition and in the same condition of order and repair in which they were required by the provisions of this Lease to be kept throughout the term, subject to ordinary wear and tear after the last required repair or maintenance, and shall be the property of Landlord without payment therefor. Tenant shall repair at its own expense any damage and defacement to the Premises caused by its removal of its trade fixtures, furniture and equipment.

Notwithstanding anything in this Lease to the contrary, any of Tenant's trade fixtures, furniture and equipment which are not removed from the Premises by the time herein required shall become the property of Landlord and Landlord may thereafter either (i) retain all or any part of the same as Landlord's property without payment therefor to Tenant, or (ii) cause all or any part of the same to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Tenant.

20.9 Self Help. If Tenant shall default in the performance of any covenant on its part to be performed by virtue of any provisions of this Lease, Landlord may, at Landlord's option, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the covenant for the account of Tenant, and the costs incurred by Landlord shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of

Tenant to comply with any provision of this Lease, after any notice and the expiration of any grace period with respect thereto as required pursuant to the applicable provisions of this Lease, or if Landlord is compelled to incur any expense, or elects to incur any expense, including reasonable attorneys' fees, in enforcing or attempting to enforce the terms of this Lease, whether or not judicial or other action is actually instituted or in instituting, prosecuting or defending any action or proceeding, including non-judicial proceedings such as arbitration or mediation, instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs, and damages shall be immediately due and payable by Tenant to Landlord, on demand, as Additional Rent.

20.10 Limitation on Setoffs, Counterclaims. Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent due to Landlord hereunder shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of the installments of Minimum Monthly Rent, Monthly Percentage Rent and Additional Rent throughout the Term, and shall be paid without assertion of any counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein expressly set forth. Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any restriction or prevention of or interference with any use of the Premises or the Pier Retail/Restaurant Area or any part thereof; (b) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any proceeding; (c) any claim which Tenant has or might have against Landlord; (d) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant; or (e) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case, whether or not Tenant shall have notice or knowledge of any of the foregoing. Except as otherwise expressly provided in this Lease, the obligations of Tenant shall be independent covenants and agreements separate from and not conditioned on the covenants and agreements of Landlord. Tenant hereby waives, to the full extent permitted by applicable law, all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Lease or the Premises or any part thereof, or to any abatement, suspension, deferment, diminution or reduction of Minimum Monthly Rent, Monthly Percentage Rent or Additional Rent.

20.11 Interest. Any amounts or sums due Landlord under this Lease not paid when due shall bear interest from such date until the date actually paid at the Maximum Lawful Rate.

ARTICLE 21 DEFAULTS BY LANDLORD; REMEDIES

If Landlord shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease within 60 days after written notice of default or, if more than 60 days are required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any

and all damages sustained by Tenant as a result of Landlord's breach. Notwithstanding the foregoing, it is expressly understood and agreed that (a) any money judgment resulting from any default or other claim arising under this Lease shall be satisfied only out of the current rents, issues, profits and other income Landlord receives from its operation of the Pier Retail/Restaurant Area, net of all current operating expenses, liabilities, reserves and debt service associated with said operation ("Net Income" for purposes of this Article 21 only), (b) no other real, personal or mixed property of Landlord, wherever located, shall be subject to levy on any such judgment obtained against Landlord, (c) if such Net Income is insufficient to satisfy such judgment, Tenant will not institute any further action, suit, claim or demand, in law or in equity, against Landlord for such deficiency, and (d) such neglect or failure shall not constitute consent by Landlord for Tenant to perform or observe such terms, covenants or conditions at Landlord's expense. Tenant hereby waives, to the extent permitted under law, any right to satisfy said money judgment against Landlord except from Net Income.

If this Lease or the rentals due from Tenant hereunder are assigned to any Lender, and Tenant is given written notice thereof, including the post office address of the Lender, then Tenant shall give written notice to the Lender, specifying the default in reasonable detail, and affording the Lender a reasonable opportunity to make performance for and on behalf of Landlord. If and when the Lender has made performance on behalf of Landlord, such default shall be deemed cured.

ARTICLE 22 **EMINENT DOMAIN**

22.1 Taking Resulting in Termination. If any of the Pier Retail/Restaurant Area is taken under the power of eminent domain by any public or quasi-public authority, Landlord shall have the right to terminate this Lease as of the date Tenant is required to vacate a portion of the Premises, upon giving notice in writing of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Pier Retail/Restaurant Area have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing under this Lease. Immediately after learning of any appropriation or taking, Landlord shall give Tenant notice thereof in writing.

22.2 Award. If this Lease is terminated as provided above, Landlord shall be entitled to the entire award or compensation in the condemnation proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee; but the rental and other charges for the last month of Tenant's occupancy shall be prorated as of the time that Tenant's possession under this Lease is terminated by such taking, and Landlord agrees to refund to Tenant any rent or other charges paid in advance. Tenant agrees not to make any claim for any portion of the award of compensation or damages for such taking, and Tenant hereby assigns and quitclaims to Landlord any portion of such award, including, but not limited to, any claim Tenant has (or may claim to have) for the value of Tenant's leasehold interest which is in excess of the rent reserved to Landlord hereunder. Notwithstanding the foregoing, Tenant retains, and may assert, any claim it may have under applicable law to receive compensation or damages (provided an award based on such claim does not diminish the award or claim of Landlord): (i) for its fixtures and personal property that it is entitled to remove pursuant to this Lease, (ii) for relocation benefits or assistance or (iii) for loss of goodwill to its business.

22.3 Partial Taking. If either (i) both Landlord and Tenant elect not to terminate this Lease under Section 22.1, or (ii) none of the Premises is appropriated under the power of eminent domain by any public or quasi-public authority, then Tenant shall remain in the remaining portion of the Premises, and Landlord shall, at Landlord's cost and expense, as soon as reasonably possible, restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided, however, that Landlord shall have no obligation to so restore the Premises at a cost or expense in excess of the award of compensation or damages received by Landlord due to such taking. After such restoration, the Minimum Monthly Rent provided for herein shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

22.4 Transfer under Threat of Taking. For the purposes of this Article only, a voluntary sale or conveyance under threat and in lieu of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

ARTICLE 23 ATTORNEYS' FEES

If at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for all reasonable expenses of attorneys' fees, costs and disbursements incurred therein by the successful party, including but not limited to any such fees, costs or disbursements incurred on any appeal from such action or proceeding. All such fees, costs or disbursements shall be recoverable as items of cost by the successful party, whether or not such action proceeds to final judgment or determination.

ARTICLE 24 SALE OR MORTGAGE BY LANDLORD

24.1 Sale or Mortgage. Landlord may, at any time, without the consent of Tenant, sell, purchase, exchange, transfer, assign, lease, or convey (collectively, "Sale"), or encumber, pledge, mortgage or hypothecate an interest in Landlord, the Lease, the Premises, and/or any portion of or interest in the Pier Retail/Restaurant Area.

24.2 Landlord's Successor. For the purposes of this Article, "Landlord's Successor" shall mean any person or entity that succeeds to all of Landlord's interest in the Premises, the Pier Retail/Restaurant Area, or in this Lease through a Sale.

24.3 Release on Sale. Provided that Landlord's successor expressly assumes Landlord's duties and covenants under this Lease, from and after a Sale, Landlord shall be released from all liability toward Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale.

ARTICLE 25 MASTER DOCUMENTS AND LOAN CONSIDERATIONS

25.1 Subordination. This Lease is and shall be subordinate to the Master Documents and to any encumbrance now of record or recorded after the date of this Lease affecting the Pier Retail/Restaurant Area or any part thereof and/or the land upon which the Pier Retail/Restaurant Area is constructed. Such subordination is effective without any further action of Tenant. On Tenant's behalf and on behalf of all persons claiming through and under Tenant, Tenant agrees that Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be required by Landlord's Lender to effectuate any subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments on Tenant's behalf.

25.2 Attornment. If Landlord conveys in a Sale all of its rights and duties in and to the Lease, the Premises, and/or the Pier Retail/Restaurant Area, or if an interest in Landlord or Landlord's equity of redemption or other interest in the Lease, the Premises and the Pier Retail/Restaurant Area under a mortgage, deed of trust, pledge or security agreement is foreclosed judicially or nonjudicially, upon the request of Landlord's lawful successor, Tenant shall at the election of Landlord's successor attorn to said successor, provided said successor accepts the Premises subject to this Lease. The foregoing notwithstanding, in accepting the Premises subject to this Lease, said successor shall not be bound by (i) any prepayment of more than one month's rental (except for payments under Section 31.1) or (ii) any amendment of this Lease made after the later of the Commencement Date or such date as the successor's lien or interest first arose, unless said successor shall have consented to such amendment, and shall not be liable for any act or omission of the prior Landlord or have any liability for any security deposits unless it shall have been physically delivered to the new Landlord, or be subject to any offset which shall theretofore have accrued to Tenant from the prior Landlord. Tenant shall upon request of any purchaser, mortgagee or other person acquiring an interest in the Pier Retail/Restaurant Area execute and deliver an instrument or instruments confirming its attornment. Notwithstanding the foregoing, upon the request of the holder of any encumbrance, this Lease shall be prior and superior to the lien of any specified encumbrance. With respect to any encumbrance granted or entered into after the date of this Lease, Tenant's obligation to attorn to any purchaser, whether upon foreclosure of any encumbrance or otherwise, and to recognize such purchaser as Landlord under this Lease is conditioned upon such purchaser upon the foreclosure of the encumbrance agreeing to recognize this Lease if Tenant is not in default in the performance of any of the terms and conditions on Tenant's part to be kept and performed under this Lease.

25.3 Notice to Holder of Encumbrance. Tenant agrees that, provided the holder of any Encumbrance shall have notified Tenant in writing of its address, Tenant will give such holder, by certified mail, a copy of any notice of default given by Landlord.

25.4 Confirmation and Recordation. At Landlord's request, Tenant agrees to execute a Lease Confirmation in substantially the same form as Exhibit H attached. The parties agree to execute, and Landlord may record, a short form memorandum of this Lease, in substantially the form of Exhibit J attached, pursuant to Government Code Section 37393.

25.5 Estoppel Certificate. At any time and from time to time on not more than ten (10) days' written notice from Landlord, Tenant shall execute and deliver to Landlord a Tenant's

Estoppel Certificate substantially in form as attached hereto as Exhibit D. Unless Tenant shall have notified Landlord in writing within said ten-day period of any qualifications tenant may have to the statements in the Tenant's Estoppel Certificate ("Tenant's Qualification Notice"), anyone participating with Landlord in any transaction referred to in Section 24.1 shall have the right to rely on the accuracy of such statements. If Landlord shall not have received Tenant's Qualification Notice, Tenant's failure to execute and deliver the Tenant's Estoppel Certificate within said ten-day period shall be deemed to make conclusive and binding upon Tenant (for the benefit of Landlord and anyone participating with Landlord in any such transaction) the statements contained in the Tenant's Estoppel Certificate as true and correct, without exception and Landlord is hereby appointed attorney-in-fact to execute and deliver the Tenant's Estoppel Certificate without exception on behalf of Tenant.

ARTICLE 26 QUIET POSSESSION

Landlord agrees that Tenant, upon paying the rental and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises during the Term without hindrance by Landlord or by anyone claiming by, through or under Landlord, subject, however, to the provisions of Article 16, and subject to any mortgages, master leases, reciprocal easement agreements, other agreements and encumbrances to which this Lease is subordinate.

ARTICLE 27 TENANT'S ASSOCIATION SHARE FOR ADVERTISING AND PROMOTION

Tenant acknowledges that Landlord is a member of the "Pier Association", an association of owners and ground lessees organized and operating for the purpose of carrying out such common or general advertising or promotional activities or programs for the benefit of the Pier Area of which the Pier Retail/Restaurant Area is a part, and that as such a member of the Pier Association, Landlord is required to contribute to the Pier Association an amount equal to 2/10ths of one percent (0.2%) of the gross sales of the Pier Retail/Restaurant Area ("Landlord's Association Share"). Tenant agrees to pay Monthly to Landlord an amount equal to 0.2% of Gross Sales of Tenant ("Tenant's Association Share") in addition to payments to Landlord on account of Minimum Monthly Rent, Monthly Percentage Rent and Tenant's Monthly Expense Share. Landlord agrees that Landlord shall remit all payments of Tenant's Association Share to the Pier Association as part of Landlord's Association Share, and that Landlord shall not retain any of Tenant's Association Share for its own account. In the event that Landlord shall no longer be a required or agree to pay Landlord's Association Share, the obligation of Tenant to pay Tenant's Association Share shall cease (or during the period of any suspension of Landlord's Association Share, shall be suspended). Likewise, should the contribution to the Pier Association change from its current 0.2% of gross sales, Tenant's obligation to pay Tenant's Association Share shall change in an equal manner. Tenant's Association Share for each Month during the Term shall be due and payable on the date that the Monthly Statement for that Month is required to be submitted to Landlord (i.e., on the 10th day of the Month for the Gross Sales of the preceding Month; see Article 7). If Tenant fails to submit the pertinent Monthly Statement, Gross Sales for the pertinent Month shall be equivalent to the Gross Sales used to calculate Default Monthly Percentage Rent for the purposes of Article 7, and subject to increases as also provided in that Article.

ARTICLE 28 **CAPTIONS AND TERMS**

The captions contained in this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the actual terms and provisions of this Lease.

If more than one (1) person or entity is named in and executes this Lease as Tenant, then the word "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and the liability of such persons or entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural.

ARTICLE 29 **NOTICES**

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to this Lease upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given three business days after being mailed by certified or registered mail, postage prepaid, immediately upon personal service, or on the next business day if delivered by FedEx or another reputable overnight delivery service, and addressed to the parties at the addresses provided in the Summary.

Either party may change the address for such notices by giving written notice thereof to the other party in the manner specified above. The foregoing method of service or personal service of notice upon the addressee shall be exclusive and Tenant hereby waives, to the fullest extent allowed by law, the right to any other method of service required by any statute or law now or hereafter in force.

Notwithstanding anything to the contrary contained within this Article 29, any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article 12 (with respect to improper advertising media and/or signs), Article 16 (failure of Tenant to properly repair and/or maintain the Premises), and/or Article 18 (improper parking of Tenant and Tenant's employees' automobiles) must be in writing but shall be deemed to have been duly given or served upon Tenant by delivering a copy of such notice to one (1) of Tenant's managing employees at the Premises during normal business hours and by delivery of a copy of such notice to Tenant in the manner specified above.

ARTICLE 30 **OBLIGATIONS OF SUCCESSORS**

The parties hereto agree that, except as otherwise specified, all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

ARTICLE 31 **SECURITY DEPOSIT**

31.1 Payment. Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, which shall be held by Landlord without liability or interest as security for the faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit

shall not be considered an advance payment of rent or of any other sum due hereunder or as a measure of damages in case of a default by Tenant. The Security Deposit shall not be considered as a trust fund, and Tenant expressly acknowledges and agrees that Landlord is not acting as a trustee or in any fiduciary capacity in controlling or using Tenant's Security Deposit. Landlord, at its option, may maintain the Security Deposit separate and apart from Landlord's general and/or other funds, or may commingle the Security Deposit with Landlord's general and/or other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. Concurrently with any adjustment to Minimum Monthly Rental, Tenant shall add to the Security Deposit held by Landlord so that the Security Deposit shall always be equal to the Minimum Monthly Rental.

31.2 Application. If any of the rental herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have under this Lease, use and apply the entire Security Deposit, or so much thereof as may be necessary, to compensate or reimburse Landlord for Minimum Monthly Rent, Additional Rent, loss or damage or expense sustained by Landlord, and Tenant shall immediately upon demand restore said Security Deposit to the original sum deposited. If Tenant complies with all obligations and promptly pays all rentals and all other sums payable by Tenant to Landlord as and when due, said Security Deposit (or any balance thereof) shall be refunded in full to Tenant without interest at the expiration or termination of the Lease Term and after the removal of Tenant and surrender of possession of the Premises to Landlord.

In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rental and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

31.3 Transfer of Landlord's Interest. If Landlord transfers Landlord's interest in the Premises, Landlord may deliver the funds deposited by Tenant under this Article to Landlord's transferee or assignee, and in such event, Landlord shall be discharged from any further liability with respect to such Security Deposit. This Section shall also apply equally to any subsequent transfer of Landlord's interest in the Premises.

ARTICLE 32 BROKERS

Landlord and Tenant each represent and warrant to the other that no real estate broker or finder other than the Broker(s) specified in the Summary has been involved in this transaction. Tenant agrees to indemnify and hold Landlord harmless from any claim, liability, loss or expense for any broker's commission, finder's fee, acquisition fee or like payment asserted against Landlord or Tenant by virtue of a contract or agreement made by Tenant. If no Broker is identified in the Summary, there shall be no obligation on the part of Landlord hereunder to pay any fees or commissions to a broker.

ARTICLE 33 MISCELLANEOUS

33.1 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

33.2 Severability. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33.3 Warranty of Authority. If Tenant hereunder is a corporation or partnership, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (i) their execution of this Lease is duly authorized by all necessary corporate or partnership proceedings; (ii) Tenant is a valid and subsisting corporation or partnership, duly formed under the laws of its state of formation and is duly qualified to do business in this state, (iii) all franchise, corporate and/or partnership taxes have been paid to date, and (iv) Tenant will file when due all future tax returns, forms, reports, fees and other documents necessary to comply with applicable laws.

33.4 Entire Agreement. This Lease contains all conditions, covenants and agreements between Landlord and Tenant relating in any manner to the Pier Retail/Restaurant Area and to the rental, use and occupancy of the Premises and the other matters set forth in this Lease. No prior or contemporaneous agreement or understanding pertaining to the Pier Retail/Restaurant Area or the Premises shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to, except in writing signed by Landlord and Tenant. Landlord and Tenant intend that this Lease supersedes all such prior or contemporaneous agreements and that this Lease constitutes the final, exclusive and complete embodiment of their agreement. This Lease shall supersede the Prior Lease, which shall be terminated and of no further force or effect after the Commencement Date of this Lease, except for such provisions which survive the expiration or termination of the Prior Lease. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Landlord's behalf, either orally or in writing (except this Lease), has induced Tenant to enter into this Lease. Specifically, but without limitation, Tenant acknowledges that Tenant has relied solely on its own investigation and business judgment in its determination to enter into this Lease, that any statements which may have been made by any representative of Landlord concerning the success of Tenant's business and/or the Pier Retail/Restaurant Area and/or the extent of Tenant's sales or profits are based upon that representative's expectations and are not to be considered as promises, covenants or guarantees of success, that the success of Tenant's business and the Pier Retail/Restaurant Area are based upon many factors, including certain factors not within the control of Landlord and certain factors which are within the control of Tenant and that Tenant is not in any way entitled to the benefits of any agreements between Landlord and other tenants which agreements may differ from the terms of this Lease.

33.5 Construction. All of the provisions hereof shall be construed as covenants and not as conditions. Although the printed provisions of this Lease were drawn by Landlord, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including but not limited to any implication that the parties intended thereby to state the converse or opposite of the deleted language.

33.6 Right to Lease. Landlord reserves the absolute right to create such other tenancies in the Pier Retail/Restaurant Area as Landlord, in the exercise of its sole discretion, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specific occupants or number of occupants of space in the Pier Retail/Restaurant Area after the Commencement Date.

33.7 Governing Law. The laws of the state of California shall govern the validity, performance and enforcement of this Lease.

33.8 Waiver or Consent Limitation. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. The acceptance by Landlord of rent or other payments with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition shall not be construed to be a waiver of any other covenant, terms or conditions, or a waiver of further breach of the same covenants, terms or conditions.

33.9 Force Majeure. For purposes of this Lease, neither Landlord nor Tenant as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations to construct, improve, repair, restore or make other physical improvements under this Lease as a result of the enforced delay in the performance of such obligations where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; government restrictions or priority; unusually severe weather; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if notice by the party claiming such extension is given to the other party within thirty (30) days after the commencement of the cause and shall continue for a reasonable period, not to exceed 6 months, during which time the party suffering such delay shall exert its best efforts to cure or eliminate the cause of such delay or prevention. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Nothing contained herein shall be construed to permit delay in the payment of rents or other

monetary obligations, or in the submission of notices, plans, Monthly Statements, Annual Statements or other documentation as may otherwise be required.

33.10 Waiver of Rights of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

33.11 Labor Disputes. Tenant shall perform or cause Tenant's contractor to perform all work in the making and/or installation of any repairs, alterations or Improvements in a manner so as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work or delivery services in the Pier Retail/Restaurant Area. In the event there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor disputes, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including but not limited to: (i) removing all parties in dispute from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction to remove such parties from the Pier Retail/Restaurant Area, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

33.12 Additional Assurances. Each of the parties agrees that it will execute such other documents or instruments as may be necessary to carry out and effectuate the purpose and terms of this Lease.

33.13 Gender and Person. Whenever the context of this Lease requires, the neuter, masculine or feminine genders shall each include the others; the singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

33.14 Counterparts. This Lease and the documents, instruments and agreements executed in connection herewith may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

33.15 Time of Essence. Time is of the essence in the performance of this Lease.

33.16 Franchise. If Tenant is to operate a franchise location, Tenant shall, at the request of Landlord, supply Landlord with any and all information related to Tenant's relationship to franchisor; including, but not limited to, any financial reports required by franchisor, and a copy of Tenant's franchise license or other document displaying the ability to use franchisor's name, product, logo, etc. Tenant shall also furnish Landlord with the appropriate information to contact a representative at the office of franchisor with respect to any issue. Landlord may request this information to be supplied prior to signing this Lease.

33.17 Exhibits Incorporated. All exhibits attached hereto and referred to herein are incorporated in this Lease and are expressly made a part hereof.

33.18 Nondiscrimination. Tenant shall not discriminate against any person or class of persons by reason of sex, race, color, creed, ancestry, national origin, age, physical handicap, or medical condition, and shall make its accommodations and services available to all persons on a nondiscriminatory basis. Tenant hereby agrees that in all matters affecting this Lease, it will comply with all applicable federal, state and local laws and regulations prohibiting discrimination of any kind.

33.19 Independent Contractor. This Lease is by and between Landlord and Tenant and is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of Landlord by Tenant.

33.20 No Conflict of Interest. No member, official, officer, employee, agent, or representative of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Lease. No member, official or employee of City shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

34. Acknowledgment, Release and Waiver

TENANT HEREBY ACKNOWLEDGES that the subject Premises located at 142 and 144 International Boardwalk Redondo Beach, California 90277 are subject to pending lawsuits (“Pending Lawsuits”) filed against the City that may invalidate or modify this Lease without advance notice. If the lease is invalidated or modified as the result of the Pending Lawsuits, Tenant shall not be entitled to seek damages, equitable relief, or any other type of relief from the City. Notwithstanding the above, Tenant agrees to enter into this Lease.

TENANT HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the City of Redondo Beach, its officials, employees and agents with regard to any and all liability or potential liability to Tenant, its owners, directors, officers, employees, agents, assigns, heirs, and next of kin for any loss or damage, and any claims or demands of any kind resulting from the Pending Lawsuits or any impact or potential impact the lawsuits may have on Tenant or this Lease.

TENANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING ACKNOWLEDGEMENT, RELEASE and WAIVER is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and by Tenant caused these presents to be subscribed and have duly executed this Lease, all on the day and year first above written.

"LANDLORD"
CITY OF REDONDO BEACH,
a chartered municipal corporation

William C. Brand
Mayor

ATTEST:

APPROVED:

Eleanor Manzano
City Clerk

Diane Strickfaden
Risk Manager

APPROVED AS TO FORM:

Michael W. Webb
City Attorney

"TENANT"
TONY TRAN, AN INDIVIDUAL
DBA MINI CHINESE RESTAURANT

By _____
Tony Tran

If Tenant is a CORPORATION, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. The Lease must be executed by the president or vice-president and the secretary or assistant secretary, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, a certified copy of the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

EXHIBIT A

PREMISES FLOOR PLAN AND SITE PLAN OF PIER RETAIL/RESTAURANT AREA

Floor Plan

204 Fisherman's Wharf
Redondo Beach, CA 90277

283 Square feet

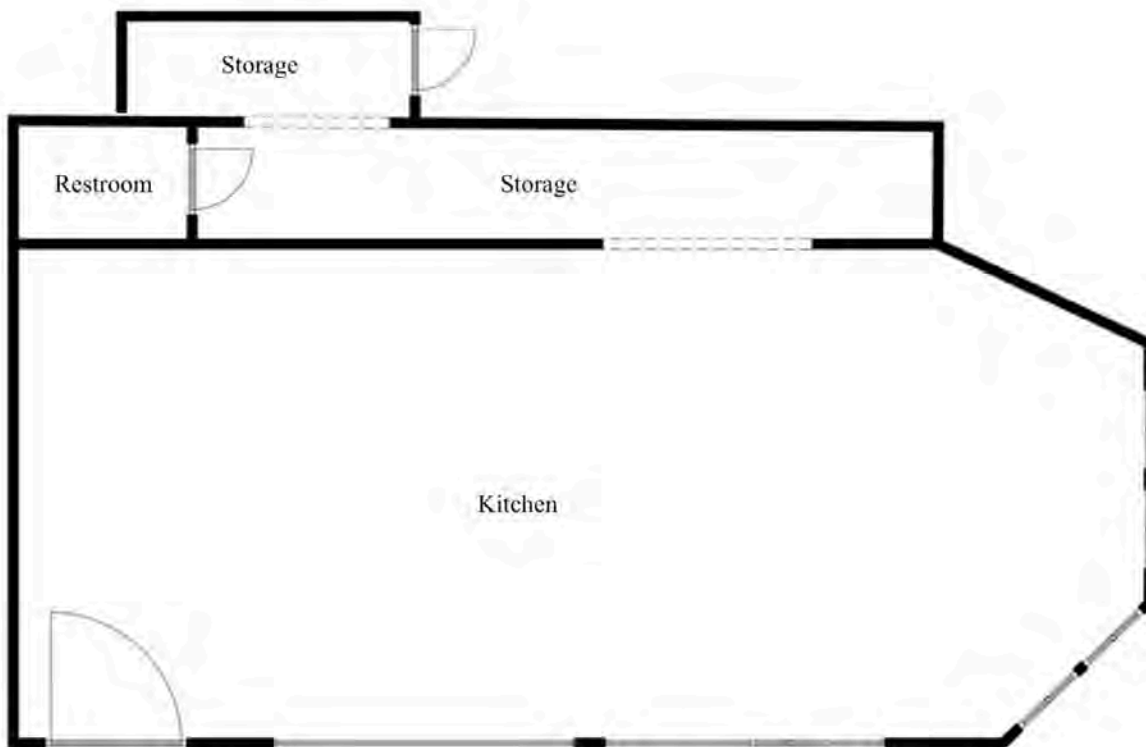




EXHIBIT B

DESCRIPTION OF PREMISES, TRADE NAME AND USE OF PREMISES

Description: Space located at 204 Fisherman's Wharf, Redondo Beach, California, 90277, consisting of approximately 283 square feet of space.

Trade name and use of Premises: Take out restaurant selling Chinese and American cuisine, including corn on the cob, but excluding hot dog on a stick or fresh lemonade.

EXHIBIT C

LEASE GUARANTY

THIS LEASE GUARANTY ("**Guaranty**") is made by **Guarantor** _____, in favor of the **CITY OF REDONDO BEACH, a chartered city and municipal corporation** ("**Landlord**"), in connection with that certain lease dated as of _____ (the "**Lease**") pursuant to which Landlord is to lease to _____ ("**Tenant**") those premises generally referred to as _____ Fisherman's Wharf, Redondo Beach, California 90277 (the "**Premises**").

A. Landlord requires this Guaranty as a condition to its execution of the Lease and the performance of the obligations to be performed under the Lease by Landlord.

B. Guarantor has agreed to provide this Guaranty to induce Landlord to enter into the Lease with Tenant and perform its obligations under the Lease.

In consideration of Landlord's agreement to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Landlord as follows:

1. The Lease is hereby incorporated into and made a part of this Guaranty by this reference.

2. Guarantor hereby unconditionally guarantees, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and punctual payment of all sums of rent and other amounts payable under the Lease and the full and punctual performance of all terms, covenants and conditions in the Lease to be kept, performed and/or observed by Tenant. Guarantor's obligations under this Guaranty are continuing and unconditional.

3. Guarantor hereby agrees that, without the consent of or notice to Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) the Lease may be extended and any other term, covenant or condition of the Lease may be amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of Tenant under the Lease as so extended, amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed, or suspended; (d) Landlord or any other person may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; (e) Landlord may permit Tenant to holdover the Premises beyond the Lease Term; and (f) all or any part of the Premises or of Tenant's rights or liabilities under the Lease may be sublet, assigned or assumed. Without in any way limiting the foregoing, Guarantor agrees not to unreasonably withhold its consent to any sublease, assignment of the Lease or other modification of the Lease which is agreed to by Landlord and Tenant.

4. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2809, 2810 and 2845 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

5. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

6. Guarantor hereby waives and agrees not to assert or take advantage of any right to (a) exoneration if Landlord's actions shall impair any security or collateral of Guarantor; (b) any security or collateral held by Landlord; (c) require Landlord to proceed against or exhaust any security or collateral before proceeding against Guarantor; (d) require Landlord to pursue any right or remedy for the benefit of Guarantor. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Sections 2819, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

7. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Guarantor's obligations under this Guaranty shall in no way be affected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment of the Lease or any payment under this Guaranty by a trustee of Tenant in any bankruptcy proceeding including, without limitation, any impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of

Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Until all the Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation or reimbursement against the Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) subordinates any liability or indebtedness of the Tenant now or hereafter held by Guarantor to the obligations of the Tenant under, arising out of or related to the Lease or Tenant's use of the Premises; and (c) acknowledges that the actions of Landlord may affect or eliminate any rights of subrogation or reimbursement of Guarantor as against Tenant without any liability or recourse against Landlord. Without limiting the generality of the foregoing, Guarantor hereby waives any and all benefits of the provisions of Section 2848 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

9. Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor agrees to provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, audited by an independent certified public accountant. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

10. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

11. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

12. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

13. Guarantor hereby agrees to indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default

interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

14. The term "**Landlord**" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

15. If any or all Guarantors shall become bankrupt or insolvent, or any application shall be made to have any or all Guarantors declared bankrupt or insolvent, or any or all Guarantors shall make an assignment for the benefit of creditors, or any or all Guarantors shall enter into a proceeding for the dissolution of marriage, or in the event of death of any or all Guarantors, notice of such occurrence or event shall be promptly furnished to Landlord by such Guarantor or such Guarantor's fiduciary. This Guarantee shall extend to and be binding upon each Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

16. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

17. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

18. Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of California.

19. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

20. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof.

21. If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

22. If Guarantor is a corporation, each individual executing this Guaranty on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Guaranty on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, and that this Guaranty is binding upon said corporation in accordance with its terms. If Guarantor is a corporation, Landlord, at its option, may require Guarantor to concurrently, with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Guaranty.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED IN THIS GUARANTY INCLUDING, WITHOUT LIMITATION, ALL WAIVERS CONTAINED IN THIS GUARANTY.

Executed on this _____ day of _____, 20__.

[If Guarantor is a married individual, Guarantor's spouse must sign this Guaranty]

Address of Guarantor:

- *A. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation that is incorporated in California, then one of the following conditions must be satisfied: (i) This Lease must be signed by two officers, one being the Chairman of the Board, the Owner or a Vice Owner, and the other one being the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer; or (ii) if clause (i) above is not satisfied, or if this Lease is signed by one person acting in two capacities, then Tenant shall have delivered to Landlord a certified copy of a corporate resolution in form acceptable to Landlord authorizing the signatory(ies) to execute this Lease.
- B. If the person(s) signing this Lease on behalf of Tenant [is/are] [an] officers] of a corporation

EXHIBIT D

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of April 6, 2021 by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as Tenant Space number 204, Redondo Beach Fisherman's Wharf, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Lease is April 6, 2021. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.
2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows: _____.
3. The Lease represents the entire agreement between the parties as to the Premises.
4. Minimum Monthly Rent became payable on April 6, 2021.
5. The Term began on April 6, 2021, and expires on April 5, 2026.
6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$750.00 deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows: _____.
7. Minimum Monthly Rent in the sum of \$_____ per month has been paid through the month of _____, 20____. Monthly Percentage Rent in the sum of \$_____ per month has been paid through the month of _____, 20____. Tenant's Monthly Expense Share in the sum of \$_____ per month has been paid through the month of _____, 20____. Tenant's Association Share in the sum of \$_____ per month has been paid through the month of _____, 20____. Additional Rent in the sum of \$_____ has been paid through _____, 20____ for the following: _____.
8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except_____.

9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Fisherman's Wharf; or (b) renew or extend the Term, except as provided in the Lease.

10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Fisherman's Wharf or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: _____.

11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.

12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.

13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.

14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.

15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at:

Date:

TENANT:

By: _____

Name: Tony Tran, an individual dba Mini Chinese Restaurant

Title:

EXHIBIT E

SIGN CRITERIA

These criteria have been established for the purpose of assuring an outstanding shopping experience and for the mutual benefit of all tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the tenant. All criteria contained herein shall conform to all resolutions, ordinances, general policies and rules of the city of Redondo Beach and the city of Redondo Beach Harbor Department (the City's ordinances, resolutions, etc. shall rule in the event of any conflict).

GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord for approval before fabrication at least four copies of detailed drawings indicating the location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the tenant or tenant representative prior to installation which have not been done by owner previously
3. Tenant shall be responsible for the fulfillment of all requirements and specifications.
4. All signs shall be constructed and installed at Tenant's expense.
5. All signs shall be reviewed by the Landlord and his designated Project Architect for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics of design shall remain the sole right of the Landlord.
6. Tenant sign contractors to be responsible to obtain all required city and county approvals and permits, including Regional Planning and Building & Safety Division.
7. All Tenants' sign Contractors to be State licensed and shall carry appropriate insurance.

GENERAL SPECIFICATIONS

1. No projections above or below the sign panel will be permitted. Sign must be within dimensioned limits as indicated on the attached drawings.
2. Sign cabinets shall be grey non-illuminated w/white pales face 2'6" x 6" smallest 2'6" x 20" largest. Sizes are determined by store frontage. Tenant is allowed 8" of sign width for every 12" of storefront Typical 15' storefront would have a sign 2'6" x 10'.
3. Letter style will be Century ultra italic (vivid). No florescent colors.
4. Tenant shall be responsible for the cost of installation and maintenance of all signs.

5. The width of the Tenant fascia sign shall not exceed 70% of storefront. The maximum height of the tenant fascia sign shall be 30". Sign shall center on store unless prior approvals are obtained from the Landlord/Developer
6. Tenant's sign contractor shall repair any damages to the Premises caused by his work.

CONSTRUCTION REQUIREMENTS

1. Signs fastening and clips are to be concealed and be of galvanized, stainless aluminum, brass or bronze metals.
2. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an Inconspicuous location.
3. Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefront and the overall concept of the center.
4. Signs may be illuminated at the tenant's expense to run electrical for the signs. These signs would still meet criteria for size, lettering and color.

MISCELLANEOUS REQUIREMENTS

1. Each tenant shall be permitted to place upon each entrance of its demised premises not more than 200 square inches of decal application lettering not to exceed 6" inches in height indicating hours of business, emergency telephone numbers & etc.
2. Except as proved herein, no advertising placards, banners, pennants names, insignias, trademarks, or other descriptive material, shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the buildings without the written previous approval of the Landlord.
3. Each tenant who has a non-customer door for receiving merchandise may apply his name on said door in 4" high block letters and in a location as directed by the Project Architect. Letters shall be placed in the middle of the said door. Where more than one tenant uses the same door, each name and address may be applied. Color of letters shall be black. Letter style shall be Century ultra italic, all capital letters. No other rear entry signs will be permitted.
4. All directory lettering will be provided by Landlord.

Landlord's Initials: _____

Tenant's Initials: _____

EXHIBIT F

PARKING FEE SCHEDULE

Per paragraph 18.4 of the lease and City's standard parking rates in effect at the time and adjustable from time-to-time.

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Pier Retail/Restaurant Area and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No tenant and no agent, employee, contractor, invitee or licensee of any tenant shall go upon the roof of the Premises. Landlord shall have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to any tenant therefor, to change the arrangement or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets and other common areas.

2. No sign, placard, picture, name, advertisement or notice visible from the exterior of any tenant's premises shall be inscribed, painted, affixed or otherwise displayed by any tenant on any part of the Premises without the prior written consent of Landlord except that Tenant shall have the right, at its sole cost, to place its name on the door of the Premises. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Premises. Tenants shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such tenant by a person approved by Landlord. Material visible from outside the Premises will not be permitted.

3. The Premises shall not be used for lodging. Cooking may only be done or permitted on the premises if a restaurant or food preparation use has been approved under this Lease except that private use by any tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages, for preparation of meals by employees of any such tenant in a manner customary for an employee lounge or lunchroom, and to serve food in connection with meetings or receptions will be permitted, provided that such use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules and regulations.

4. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Premises for the purpose of cleaning the same. No tenant shall cause any unnecessary labor by reason of such tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to any tenant for any loss of property on the premises, however occurring, or for any damage done

to the effects of any tenant by any other employee or any other person. Tenant shall pay to Landlord the cost of removal of any of tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of tenant's premises.

5. Landlord will furnish each tenant without charge with two (2) keys to each door lock provided in the premises by Landlord. Landlord may make a reasonable charge for any additional keys. No tenant shall have any such keys copied or any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of its premises. Each tenant, upon the termination of its lease, shall deliver to Landlord all keys to doors in the Premises.

6. Landlord shall designate appropriate entrances and a freight elevator for deliveries or other movement to or from the premises of equipment, materials, supplies, furniture or other property, and tenants shall not use any other entrances or elevators for such purposes. The freight elevator, if any, shall be available for use by all tenants subject to such reasonable scheduling as Landlord in its discretion shall deem appropriate. All persons employed and means or methods used to move equipment, materials, supplies, furniture or other property in or out of the Premises must be approved by Landlord prior to any such movement. Landlord shall have the right to prescribe the maximum weight, size and position of all equipment, materials, furniture or other property brought into the Premises. Heavy objects shall, if considered necessary by Landlord, stand on a platform of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Premises or Common Area by moving or maintaining such property shall be repaired at the expense of tenants.

7. Tenant shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities thereof reasonably necessary for the operation or maintenance Tenant's approved equipment, such as approved cooking equipment for a restaurant. Tenant shall not use any method of heating or air conditioning other than that approved by Landlord. Tenant shall not use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Pier Retail/Restaurant Area by reason of noise, odors or vibrations, or interfere in any way with other tenants or those having business nearby, nor shall any animals or birds be brought or kept in the Premises. All materials stored in the Premises by Tenant shall be stored in compliance with all applicable laws and shall not exceed the maximum floor load for the Premises as reasonably determined by Landlord.

8. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name or street address of the Premises.

9. Except as expressly set forth in the Lease, Landlord establishes the Minimum Hours of Operation as reasonable and usual business hours. If during any other hours or any other days, Tenant desires to have any services or utilities supplied to Tenant, and if Landlord is able to provide the same, Tenant shall pay Landlord such charge as Landlord shall establish from time to time for providing such services or utilities during such hours. Any such charges which such Tenant is obligated to pay shall be deemed to be additional rent under such Tenant's lease.

10. Tenant agrees to cooperate fully at all times with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of the air conditioning system (if any). Tenant agrees not to connect any apparatus device, conduit or pipe to the Premises chilled and hot water conditioning supply lines. Tenant further agrees that neither tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Premises or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities.

11. Landlord reserves the right to stop service of the elevator, plumbing, ventilating, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or improvements, in the judgment of Landlord desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed, and shall further have no responsibility or liability for failure to support elevator facilities, plumbing, ventilating, air conditioning or electric service, when prevented from doing so by strike or accident or by any cause beyond Landlord's reasonable control or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county or municipal authority or failure of gas, oil or other suitable fuel supplied or inability by exercise of reasonable diligence to obtain gas, oil or other suitable fuel. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of Tenant's lease or to perform any act or thing for the benefit of Tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control.

12. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Pier Retail/Restaurant Area of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Pier Retail/Restaurant Area during the continuance of the same by such action as Landlord may deem appropriate, including closing doors.

13. The directory of the Pier Retail/Restaurant Area will be provided for the display of the name and location of Tenant the expense of such Tenant. Periodic revisions and updating shall be provided by Landlord without charge.

14. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations shall be attached to, hung or placed in, or used in connection with any window of the Premises without the prior written consent of Landlord. In any event, with the prior written consent of Landlord, such items shall be installed on the inside of the window. Tenants shall keep window coverings closed when the effect of sunlight (or the lack thereof) would impose unnecessary loads on the Premises' heating or air conditioning system (if any).

15. Tenant shall ensure that the doors of its Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the premises so as to prevent waste or damage, and for any default or carelessness in this regard, Tenant shall compensate for all injuries sustained by other tenants or occupants of the Pier

Retail/Restaurant Area or Landlord.

16. Except with the prior written consent of Landlord, no tenant shall sell at retail newspapers, magazines, periodicals, theater or travel tickets or any other goods or merchandise to the general public in or on the Premises, nor shall any tenant carry on or permit or allow any employee or other person to carry on the business of stenography, typewriting, printing or photocopying or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Pier Retail/Restaurant Area, nor shall the premises of any tenant be used for manufacturing of any kind, or any business activity other than that specifically provided for in the tenant's lease.

17. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker, or other device on the roof or exterior walls of the Premises. No television or radio or recorder shall be played in such a manner as to be audible outside the Premises and cause a nuisance to any other tenant.

18. There shall not be used in any space, either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord approves. No other vehicles of any kind shall be brought by any tenant into the Pier Retail/Restaurant Area or kept in or about its premises.

19. Each tenant shall store all its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

20. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Pier Retail/Restaurant Area are prohibited, and each tenant shall cooperate to prevent the same.

21. The requirements of tenants will be attended to only upon application in writing to Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

22. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the agreements, covenants, conditions and provisions of any lease of Premises.

23. Landlord reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Pier Retail/Restaurant Area and for the preservation of good order therein.

24. All construction projects and tenant improvement work must conform to the City's Municipal Code.

29. Tenant agrees that all employees will park in the rear of the parking structure and that the westward parking spaces are to be reserved for customers.

30. Tenant agrees to limit the sale of beer and alcohol to:

- Prior to 10:30 AM: No beer or alcohol sales.
- 10:30 AM – 12:00 PM: Alcohol sold only with food orders.
- After 12:00 PM: Beer sales will be limited to a maximum size of a 16 oz. container.
- If alcohol is to be served in a disposable container, the container must contain a printed logo or brand of Tenant.

31. Tenant shall display and enforce signage indicating that a “no shirt, no shoes, no service” policy is in effect.

EXHIBIT G

LEASE RIDER
(if applicable)

EXHIBIT H

LEASE CONFIRMATION

TO:

DATED: April 6, 2021

Re: Lease dated April 6, 2021 by and between CITY OF REDONDO BEACH a chartered city and municipal corporation as Landlord, and Tony Tran, an individual dba Mini Chinese Restaurant as Tenants (the "Lease") for those premises generally referred to as 204 Fisherman's Wharf, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Lease is April 6, 2021 and that the Expiration Date of the Lease is April 5, 2026.

Very truly yours,

Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.

By:
Its:

By:
Its:

EXHIBIT I

TENANT IMPROVEMENTS
(if applicable)

EXHIBIT J

Recording requested by
and when recorded return to:

CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277
Attn: City Clerk

No Recording Fee
Exempt pursuant to Government Code § 6103

▪

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of April 6, 2021, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and Tony Tran, an individual, dba Mini Chinese Restaurant hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered in a Lease (hereinafter, "Lease") dated April 6, 2021, for certain premises which are located on real property which is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease and Addendum are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease, as amended, provides that a short form memorandum of the Lease shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of: take out restaurant selling Chinese and American cuisine and corn on the cob but excluding hot dogs on sticks and fresh lemonade.

2. Unless earlier terminated, the term of the Lease shall expire on April 5, 2026.

3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant caused these presents to be subscribed, all as of the day and year first above written.

CITY OF REDONDO BEACH

William C. Brand
Mayor

ATTEST:

Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

Michael W. Webb
City Attorney

TONY TRAN, AN INDIVIDUAL
DBA MINI CHINESE RESTAURANT

Tony Tran

State of California }
 } ss.
 County of Los Angeles }

On _____, 20__, before me, _____, a Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(seal)

State of California }
 } ss.
County of Los Angeles }

On _____, 20__, before me, _____, a Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)



Administrative Report

H.8., File # 22-3872

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORK DIRECTOR

TITLE

APPROVE THREE-YEAR AGREEMENTS WITH PCI STRIPING AND SUPERIOR PAVEMENT MARKINGS TO PROVIDE CITYWIDE STREET STRIPING SERVICES FOR A COST NOT TO EXCEED \$54,000 PER AGREEMENT, FOR THE TERM MAY 3, 2022 TO MAY 2, 2025

EXECUTIVE SUMMARY

Approval of the recommended action would award three-year agreements to PCI Striping and Superior Pavement Markings to provide Citywide street striping services. The not to exceed amount for each agreement is \$54,000.

BACKGROUND

The Public Works Department is responsible for maintaining pavement markings, street striping and crosswalks throughout the City. However, the department does not have the staffing resources to perform the high volume of striping maintenance tasks required on annual basis. Therefore, the City periodically retains outside vendors to provide these services. The most recent multi-year contract was secured in Fiscal Year 2016-2017.

To address long term striping needs, the City has incorporated the installation of long-lasting thermoplastic striping installation as a component of roadway resurfacing projects, such as the slurry seal and residential street rehabilitation projects. Thermoplastic has a significantly longer life span in comparison to paint. As a result, the need to restripe roadways on a regular basis continues to decrease as more roadway surfaces are improved through the capital improvement program.

On January 6, 2022, the Financial Services Department, on behalf of the Public Works Department, solicited proposals for pavement markings, street striping and crosswalk maintenance services in both paint and thermoplastic material. Responses to RFP #2122-011 were received from two vendors:

- Superior Pavement Markings
- PCI Striping

In evaluating the proposals, the following criteria were considered:

- Qualifications/experience
- Resources

- References
- Cost

Both companies were determined to have extensive experience providing the desired services in Southern California. Regular than select one contractor, the Public Works Department concluded that it would be in the City's best interest to retain both vendors. Having the two vendors on contract is beneficial as it would provide staff with flexibility in directing the work and reduce wait times for maintenance efforts. If there is a need for striping and one contractor is busy on other projects, the City can deploy the alternative vendor.

Each contract would have a three-year term and an initial not to exceed amount of \$54,000, as only \$108,000 is currently available in the project budget. However, the contracts can be adjusted in future years as additional funds are appropriated. The estimated cost to provide new markings, striping and crosswalks citywide is approximately \$1 million.

COORDINATION

The item was coordinated by the Public Works and Financial Services Departments. The City Attorney's Office approved the agreements as to form.

FISCAL IMPACT

The total cost for the two agreements will not exceed \$108,000. Funding for the initial not to exceed amounts is available in the Budget through CIP project 41180, Citywide Street Striping. Funding can be added to the agreements as part of future fiscal year appropriations.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement - Superior Pavement Markings

Agreement - PCI Striping

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WGJ ENTERPRISES, INC. DBA PCI CORPORATION**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and WGJ Enterprises, Inc., a California corporation dba PCI 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 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. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

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. 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). 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.
 - a. Acknowledgement. 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. 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. 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 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be

responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor 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. 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 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

WGJ ENTERPRISES, INC.,
a California corporation dba PCI Corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES/CONTRACT SPECIFICATIONS

I. CONTRACTOR'S DUTIES

Contractor shall perform street striping and signage services described herein, which includes all labor, equipment, materials, tools, and transportation.

Under Redondo Beach Municipal Code ("RBMC") section 7-2.01, the City has adopted the latest editions of the *Standard Specifications for Public Works Construction* ("Greenbook") and the Standard Plans and Standard Specifications of the State of California Department of Transportation ("Caltrans Standard P&S"). Contractor shall perform the scope of work in compliance with said editions subject to any modifications as set forth below.

A. Standard Provisions

1. Markings (per latest Caltrans Standard Plan A24A to A24E)

Description	Quantity	Color	Unit	Material
Stop	1,820	White	Ea	Thermoplastic
Ped Crossing	50	White	Ea	Thermoplastic
Stop Ahead	20	White	Ea	Thermoplastic
Right Lane Must Turn Right	5	White	Ea	Thermoplastic
Slow School Crossing	5	Yellow	Ea	Thermoplastic
Railroad Crossing	10	White	Ea	Thermoplastic
No Left Turn	5	White	Ea	Thermoplastic
Arrow (Straight)	20	White	Ea	Thermoplastic
Arrow (Multi-Directional)	35	White	Ea	Thermoplastic
Arrow (Left-Right)	320	White	Ea	Thermoplastic
Arrow (Bike)	95	White	Ea	Thermoplastic
Bike Lane Symbol	95	White	Ea	Thermoplastic
Parking T	245	White	Ea	Thermoplastic
ISA (wheelchair symbol)	80	Blue/White	Ea	Plastic
Only	25	White	Ea	Thermoplastic
25 MPH	25	White	Ea	Thermoplastic
30 MPH	25	White	Ea	Thermoplastic
35 MPH	25	White	Ea	Thermoplastic
Wait Here	15	White	Ea	Thermoplastic
OK	5	White	Ea	Thermoplastic
Slow	1	White	Ea	Thermoplastic
Keep Clear	15	White	Ea	Thermoplastic
Sandblast/Removal	25000		L.F.	

2. Crosswalks (per latest Caltrans Standard Plan A24F)

Description	Quantity	Color	Unit	Material
12" Continental Crosswalk	27,100	Yellow	L.F.	Thermoplastic
12" Continental Crosswalk	52,300	White	L.F.	Thermoplastic

3. Striping (per latest Caltrans Standard Plan A20A to A20D)

Description	Quantity	Color	Unit	Material
Caltrans Det 1 (4" Single Broken)	269,550	Yellow	L.F.	Paint
Caltrans Det 8 (4" Single Broken)	223,400	White	L.F.	Paint
Caltrans Det 21 (4" Double Solid)	131,650	Yellow	L.F.	Paint
Caltrans Det 24 (4" Single Solid)	16,900	Yellow	L.F.	Paint
Caltrans Det 38B (8" Single Solid)	95,100	White	L.F.	Paint
4" Solid (Parking Stall)	8,750	White	L.F.	Paint
4" Solid	3,550	Blue	L.F.	Paint
12" Solid	300	Blue	L.F.	Paint
12" Solid Limit Line (Caltrans SP A24E)	27,240	White	L.F.	Paint
Two-Way Left Turn	59,700	Yellow	L.F.	Paint

B. SPECIAL PROVISIONS

Provisions of the Greenbook and the Caltrans Standard P&S shall be amended as follows.

1. Greenbook Changes

- a. Section 3-7.2 is hereby deleted in its entirety and replaced with the following:

3-7.2 Precedence of Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- a) Permits issued by other agencies
- b) Change Orders and Supplemental Agreements; whichever occurs last
- c) Agreement
- d) Addenda
- e) Special Conditions
- f) General Conditions

- g) Notice to Contractors Inviting Bids
- h) Instructions to Bidders
- i) Plans
- j) City Standard Plans
- k) Other Standard Plans
- l) Standard Specifications for Public Works Construction
- m) Reference Specifications

Detail drawings shall take precedence over general drawings.

- b. Section 6-1.1 is hereby deleted in its entirety and replaced with the following:

6-1.1 Schedule. The Contractor shall schedule the restriping work to complete the entire City within six (6) months of the Notice to Proceed ("Citywide Restriping Work"). The Citywide Restriping Work shall be completed in phases and the Contractor shall provide the Engineer or authorized representative with a work schedule at least 5 (five) business days prior to commencing work at each phase. Upon coordination of work schedule, contractor shall initiate work phase within 10 business days and complete work phase within 25 business days. Priority shall be given to areas surrounding schools, arterials, collectors, then residential streets and alleys. The Engineer may require ancillary striping and sign work to be prioritized within the scheduled Citywide Restriping Work phases as he deems necessary. Completion of work phase includes cat-tracking inspection, approval by Engineer or authorized representative, and final striping. After the Citywide Restriping Work is completed, the Engineer may require the Contractor to perform additional striping and sign work on an as-needed basis.

The Contractor shall provide safe and continuous passage for pedestrian, bicycle, and vehicular traffic at all times. The Contractor shall obtain a no-fee encroachment permit from the City prior to any lane closures activity within the City right-of-ways. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control shall conform to, and be placed in accordance with the latest CA MUTCD. Flashing arrow signs shall be furnished and maintained as directed by the Public Works Director or his authorized representative.

During working hours, a minimum of one ten (10)-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM, unless an emergency situation exists and such a closure is necessary to

safeguard the traveling public. Separation between travel lanes, channelization and delineation of the work area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15' on center. Work shall not conflict with afternoon pick-up periods within school zones.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The Flashing Arrow Sign shall be in place before lane closure(s) requiring its use is implemented.

When striping installation is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

All conflicting traffic control signs shall be removed or covered as necessary. Upon completion of installation, all existing signs will be restored or uncovered as necessary.

Repainting/painting of centerlines and lane lines may occur between the hours of 9 a.m. to 3 p.m. on the weekdays and/or from 6:00 p.m. (Monday thru Thursday) to 7 a.m. the following morning. All other pavement markings shall be completed during the normal daytime working hours.

- c. Section 214 of the Green Book is hereby deleted in its entirety and replaced with Sections 81 and Section 84 of Caltrans Standard P&S as provided in Attachment A, subject to the modifications set forth below.

- 1. Caltrans Standard P&S Changes

- a. Section 81.3.04 is hereby deleted in its entirety and replaced with the following:

81-3.04 Payment. There shall be no separate payment for pavement markers.

- b. Section 84-2.01C is hereby deleted in its entirety and replaced with the following:

84-2.01C Submittals. For each lot or batch of thermoplastic, paint, and glass beads, submit:

- 1. Certificate of compliance, including the product name, lot or batch number, and manufacture date
 - 2. METS notification letter stating that the material is authorized for use, except for thermoplastic
 - 3. SDS
 - 4. Material data sheet for thermoplastic primer

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in section 84-2.01D. The date of test must be within 1 year of use.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer

Final quantities and the location of all pavement markings, legends and traffic striping within the City limits shall be submitted to the City for their records. This submittal shall be in an acceptable form that provides the City with final quantities and locations throughout the City, and as considered appropriate by the Engineer or authorized representative.

- c. Section 84-2.01D is hereby deleted in its entirety and replaced with the following:

84-2.01D Quality Assurance. Before starting permanent application of two-component painted traffic stripes or markings, apply a test stripe of the paint on roofing felt or other suitable material in the presence of the Engineer. The test section must be at least 50 feet in length.

Test each lot of glass beads for arsenic and lead under EPA Test Method 3052 and 6010B or 6010C.

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585

The Contractor must use the same exact template for the repainting of all of the pavement markings/legends currently on the street. All templates are to be provided by the Contractor. If the template for the existing pavement marking/legend cannot be used for the repainting, then the existing pavement marking/legend shall be

removed entirely by grinding. The area to be ground will encompass a rectangular/square area about the existing pavement marking/legend.

The Contractor, before repainting any pavement marking/legend, shall grind any existing pavement marking/legend if two or more pavement markings/legends exist as a result of previous 'over-painting' or 'double images'.

The pavement marking/legend shall be repainted on the same exact painted area. Any 'over-painting' or 'double looking' images with the previous pavement marking/legend will not be approved for payment. The City Engineer or his designee shall be the final authority regarding any concerns/questions of 'over-painting' or 'double images'.

The Contractor shall supply the City with the standards of the templates used for this contract. These template standards will be used as the basis for the next repainting contract or future street resurfacing/repairs contracts.

- d. Section 84-2.03A is hereby deleted in its entirety and replaced with the following:

84-2.03A General. Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace each with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

A completed thermoplastic traffic stripe or thermoplastic pavement marking must be free from runs, bubbles, craters, drag marks, stretch marks, and debris.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

All striping, pavement markings and legends not in conformance with the latest CA MUTCD standards shall be sandblasted and replaced in conformance.

Any and all new striping, pavement markings and legends shall be cat-tracked and approved by the Engineer prior to final installation. A minimum of three (3) working days' notice must be provided to the Engineer for approval prior to final installation. The Engineer will inspect the cat-tracking within 2 working days and notify the Contractor of any needed corrections or adjustments. Upon approval of the cat-tracking by the Engineer, the Contractor shall then complete the installation of all new striping, pavement markings and legends no later than 5 working days following the approval of cat-tracking.

All lane striping at intersection approaches without crosswalks shall end ten (10) feet from the extension of the intersecting curb line.

All lane lines at intersection approaches shall begin and end with 50 feet of solid line.

All centerline striping at intersection approaches shall be double yellow for a distance of fifty (50) feet minimum; existing double yellow centerline striping which exceeds fifty (50) feet shall be installed as per existing.

New crosswalks shall be continental and conform to latest edition of the Caltrans Standard Plan A24F. Crosswalks shall be 10 feet wide

(2 feet wide per element and 5 feet on-center). Existing standard crosswalks may be sandblasted to allow for installation of continental crosswalks or ladder as determined by the Engineer.

Limit lines shall be installed per latest edition of Caltrans Standard Plan A24E and latest edition of the CA MUTCD Section 3B.16. Limit lines shall be installed in advance of all crosswalks and at a 90-degree angle to the approach lane. Limit lines shall be 12" solid white and be installed with a 4' buffer from edge of crosswalk. If the crosswalk is installed at an angle, the 4' buffer shall be measured from the edge of crosswalk to the limit line at the center of the approach lane. Lane lines and channelizing lines shall terminate at limit line.

- e. Section 84-2.03C(1) is hereby deleted in its entirety and replaced with the following:

84-2.03C(1) General

Apply thermoplastic for a pavement marking with a stencil or a preformed marking.

Apply paint for a pavement marking by hand with a stencil and spray equipment.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic with an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

- f. Section 84-2.03C(3)(a) is hereby deleted in its entirety and replaced with the following:

84-2.03C(3)(a) General

Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a speed of at least 5 mph.

The striping machine must:

1. Have rubber tires
2. Be maneuverable enough to produce straight lines and normal curves in true arcs
3. Be capable of applying traffic paint and glass beads at the specified rates
4. Be equipped with:
 - 4.1. Pointer or sighting device at least 5 feet long extending from the front of the machine
 - 4.2. Pointer or sighting device extending from the side of the machine to determine the distance from the centerline for painting shoulder stripes
 - 4.3. Positive acting cutoff device to prevent depositing paint in gaps of broken stripes
 - 4.4. Shields or an adjustable air curtain for line control
- SECTION 84 MARKINGS 1096
- 4.5. Pressure regulators and gauges that are in full view of the operator for a pneumatically operated machine
- 4.6. Paint strainer in the paint supply line
- 4.7. Paint storage tank with a mechanical agitator that operates continuously during painting activities
- 4.8. Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle
- 4.9. Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks

Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators
2. Have adequate air volume and compressor recovery capacity
3. Have properly sized orifices and needle assemblies for the spray gun tip

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is not practicable for a particular use.

For an existing surface, apply traffic stripes and pavement markings in 1 coat.

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 2nd coat of paint shall be applied seven (7) calendar days following the application of the 1st coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes. Do not paint traffic stripes and pavement markings if:

1. Freshly painted surfaces could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat.

Apply 1-coat paint at an approximate rate of 107 sq ft/gal.

Apply 2-coat paint at the approximate rate shown in the following table:

Two-Coat Paint Application Rates

Paint type	<u>Coverage (sq ft/gal)</u>	
	1st coat	2nd coat
Waterborne paint	215	215
Acetone-based paint	360	150

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

The Engineer determines the exact application rate of the paint and glass beads.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

- g. Section 84-9.01 is hereby deleted in its entirety and replaced with the following:

84-9.01 General. Section 84-9 includes specifications for removing existing markings.

Work performed on existing markings must comply with section 15. The removal of existing traffic stripes and markings shall be done with sandblasting. Sandblasting shall apply to both paint and thermoplastic striping, pavement markings and legends.

C. PUBLIC CONTRACT CODE SECTION 22002

The work described herein shall only include resurfacing of streets and highways at less than one inch and shall meet the definition of maintenance as provided in Public Contract Code Section 22002(d).

ATTACHMENT A
SECTIONS 81 AND 84 OF CALTRANS STANDARD P&S

See attached.

DIVISION IX TRAFFIC CONTROL DEVICES
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES
81-1 GENERAL

81-1.01 GENERAL

Section 81-1 includes general specifications for fabricating, installing, and placing miscellaneous traffic control devices.

Traffic control devices must comply with the *California MUTCD*.

81-1.02 MATERIALS

Not Used

81-1.03 CONSTRUCTION

Not Used

81-1.04 PAYMENT

Not Used

81-2 DELINEATORS

81-2.01 GENERAL

81-2.01A Summary

Section 81-2 includes specifications for fabricating and installing delineators.

81-2.01B Definitions

Reserved

81-2.01C Submittals

Submit a certificate of compliance for:

1. Metal target plates
2. Enamel coating

81-2.01D Quality Assurance

When tested under California Test 671, the enamel coating on a metal target plate must have satisfactory resistance to weathering, humidity, salt spray, and chemicals. The enamel coating must have:

1. Satisfactory adherence and impact resistance.
2. Pencil lead hardness of at least HB.
3. 60-degree specular gloss of at least 80 percent.
4. Excitation purity of no more than 3 percent:
 - 4.1 As received.
 - 4.2 After 1,000 hours in an artificial weathering device when tested under ASTM G155, Table X3.1, Cycle 1.
5. Daylight luminous directional reflectance (Y value) of at least 70.

The Department may sample metal target plates for testing as shown in the following table:

Metal Target Plate Sampling		
Production stage	Lot size	Sample size
Finished target plates	Less than 5,000	5 target plates
	5,000–10,000	10 target plates
Flat sheet stock	10,000 sq ft or less ^a	Five 12-by-24-inch specimens
Coil stock	5,000 lb or less	Two 12-by-12-inch specimens or one 12-by-24-inch specimen

^aFlat sheet stock must be identifiable with parent coil stock.

SECTION 81

MISCELLANEOUS TRAFFIC CONTROL DEVICES

The Department rejects the entire lot if any sample does not comply with section 81 or zinc-coated steel sheets show any evidence of damage to or removal of the zinc coating.

If the Department chooses to resample, the sample quantity may be twice the number shown in the table titled "Metal Target Plate Sampling."

81-2.02 MATERIALS

81-2.02A General

A delineator must be on the Authorized Material List for signing and delineation materials. A delineator consists of a post and 2 target plates.

81-2.02B Wood Posts

Wood posts must comply with section 82-3.02C.

81-2.02C Metal Posts

The steel for a metal post must comply with ASTM A36/A36M.

A metal post must be galvanized under section 75.

81-2.02D Flexible Posts

A flexible post must be:

1. White except where shown as yellow
2. Free from burns, discoloration, contamination, and other objectionable marks or defects that affect appearance or serviceability

81-2.02E Target Plates

Galvanize steel sheets under section 75. Zinc-coated steel sheets must comply with ASTM A653/A 653M, Commercial Steel, Types A, B, and C.

The nominal thickness of a zinc-coated steel sheet must be at least 0.038 inch.

Prepare zinc-coated surfaces to produce optimum adherence of the enamel coating without damaging or removing the zinc coating.

An aluminum target plate must be aluminum alloy 3003-H14. You may use other alloys having equivalent properties if authorized.

The nominal thickness of an aluminum sheet must be at least 0.050 inch.

Prepare the aluminum sheets for the enamel coating by cleaning to remove contaminants and uniformly applying an acid-chromate-fluoride, acid-chromate-fluoride phosphate, or equivalent chemical anticorrosion conversion coating.

Cut each target plate to size and shape and punch the mounting bolt holes. The surfaces and edges of each target plate must be free from fabrication defects.

Coat the pretreated metal target plate with an opaque white coating on both sides using a 1-coat or 2-coat system. When tested under California Test 671, the dry film for the:

1. 1-coat system must be uniform and have an average thickness of at least 0.75 mil with no individual measurement less than 0.65 mil.
2. 2-coat system must consist of 0.10- to 0.20-mil-thick primer and have an average thickness of at least 0.75 mil, including primer and top coat, with no individual measurement less than 0.65 mil.

For a 1-coat painting system, fabricate the zinc-coated steel target plate, including shearing, cutting, and punching, before starting the enameling process.

The enamel coating on a metal target plate must be the product of a commercial manufacturer. Apply the enamel coating by spray, dip, roller, continuous roller coating, or other authorized method.

The coating must be smooth and substantially free from flow lines, paint washout, streaks, blisters, and other defects that might impair serviceability or detract from the general appearance.

SECTION 81

MISCELLANEOUS TRAFFIC CONTROL DEVICES

A finished metal target plate must be free from dents and defects. The maximum edge-to-edge surface deviation from a horizontal plane must not exceed 1/8 inch.

81-2.02F Hardware

Attach a target plate with either (1) 1/4-inch galvanized steel or aluminum nuts and bolts or (2) 3/16-inch blind aluminum rivets and washers.

81-2.02G–81-2.02L Reserved

81-2.03 CONSTRUCTION

Drive the post in place where soil conditions allow if the driving method does not damage the post. Drill pilot holes if ground conditions are such that the post cannot be driven without being damaged.

Install the target plates after the post is set in place.

After setting the post, fill any space around it with rock-free earth. Thoroughly tamp and water the fill material such that it holds the post securely in position.

Unless the surplus material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

Before Contract acceptance, spot paint any exposed areas where the paint is damaged and clean any exposed areas that are soiled.

81-2.04 PAYMENT

Not Used

81-3 PAVEMENT MARKERS

81-3.01 GENERAL

81-3.01A Summary

Section 81-3 includes specifications for placing pavement markers.

81-3.01B Definitions

Reserved

81-3.01C Submittals

Submit a certificate of compliance for each type of pavement marker used.

81-3.01D Quality Assurance

Reserved

81-3.02 MATERIALS

81-3.02A General

A pavement marker must be on the Authorized Material List for signing and delineation materials.

Pavement markers must be packaged in a way that prevents damage.

Each package must be marked with:

1. Manufacturer's name
2. Type
3. Color
4. Quantity
5. Lot number
6. Date of manufacture

Protect pavement markers from moisture during shipment to the job site and when stored at the job site.

SECTION 81**MISCELLANEOUS TRAFFIC CONTROL DEVICES****81-3.02B Reserved****81-3.02C Retroreflective Pavement Markers**

The exterior surface of a retroreflective pavement marker must be smooth and contain 1 or 2 retroreflective faces of the specified color.

The base of the marker must be rough textured and free from gloss and substances that could reduce the adhesive bond. The base must be flat within a 0.05-inch tolerance.

A retroreflective pavement marker must comply with the requirements shown in the following table:

Retroreflective Pavement Marker Requirements

Quality characteristic	Test method	Requirement		
Bond strength (min, psi) ^a	California Test 669	500		
Compressive strength (min, lb) ^b		2,000		
Compressive strength, recessed markers (min, lb)		1,200		
Abrasion resistance, specific intensity minimum requirements after abrasion		Pass		
Water soak resistance		No delamination of the body and lens system or loss of reflectance		
Reflectance		Specific intensity		
0° incidence angle (min)		Clear	Yellow	Red
20° incidence angle (min)		3.0	1.5	0.75
1 year after placement		1.2	0.60	0.30
		0.30	0.15	0.08

^aThe marker body or filler material must not fail before reaching 500 psi under the bond strength test.

^bThe marker must not deform more than 0.125 inch at a load of less than 2,000 lb, and delamination of the shell and filler material must not exceed 0.125 inch regardless of the compressive load required to break the marker.

81-3.02D Hot Melt Bituminous Adhesive

Standard hot melt bituminous adhesive must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Penetration, 100 g, 5 seconds, 77 °F (dmm)	ASTM D5	10–20
Softening point (min, °F)	ASTM D36	200
Flash point, COC (min, °F)	ASTM D92	550
Filler content (percent by weight) (insoluble in 1,1,1 trichloroethane)	ASTM D2371	65–75
Brookfield thermosel viscosity, no. 27 spindle, 20 rpm, 400 °F (centipoise)	ASTM D4402	3,000–6,000

Flexible hot melt bituminous adhesive must comply with the requirements shown in the following table:

SECTION 81**MISCELLANEOUS TRAFFIC CONTROL DEVICES**

Quality characteristic	Test method	Requirement
Penetration, 100 g, 5 seconds, 77 °F (max, dmm)	ASTM D5	30
Softening point (min, °F)	ASTM D36	200
Ductility, 2 in/min, 77 °F (min, in)	ASTM D113	6
Ductility, 0.4 in/min, 39 °F (min, in)		2
Flexibility	California Test 440	No breaks or cracks
Brookfield thermosel viscosity, no. 27 spindle, 20 rpm, 375 °F (centipoise)	ASTM D4402	2,500–6,000
Bond strength to concrete (min, psi)	California Test 440	100
Bond strength to retroreflective pavement marker (min, psi)	California Test 440	120

The filler material must be Type PC, Grade III, calcium carbonate complying with ASTM D1199. The fineness of the filler material must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 100	100
No. 200	95
No. 325	75

81-3.02E Epoxy Adhesive

The epoxy adhesive must be either rapid set or standard set.

81-3.03 CONSTRUCTION**81-3.03A General**

Establish the alignment for placing pavement markers.

Do not place pavement markers over longitudinal or transverse joints in the pavement surface.

Place pavement markers when the pavement surface is dry.

Before placing pavement markers, remove undesirable material from the pavement surface, including dirt, curing compound, grease, oil, loose or unsound layers, and paint. Regardless of the pavement's age or type, clean the surface by abrasive blast cleaning except where you apply hot melt bituminous adhesive on clean asphalt concrete or on a new clean seal coat.

Apply pavement markers to the pavement with bituminous adhesive, flexible bituminous adhesive, standard set epoxy, or rapid set epoxy adhesive. Apply markers in pavement recesses with flexible bituminous adhesive.

Comply with the manufacturer's installation instructions for the type of adhesive used.

Completely cover the pavement surface where the pavement marker is to be applied or the bottom of the pavement marker with the adhesive without leaving any voids. Place the marker into position and firmly apply pressure until contact is made with the pavement. Apply enough adhesive such that it protrudes around the marker's edges after pressing it into place.

Place retroreflective pavement markers such that each retroreflective face is perpendicular to a line parallel to the roadway centerline.

The Engineer determines when the adhesive has set long enough for newly installed pavement markers to bear traffic.

81-3.03B Hot Melt Bituminous Adhesive

If using hot melt bituminous adhesive, place pavement markers on asphalt concrete or a new seal coat (1) after the surface or seal coat has been open to traffic for at least 7 days and (2) when the pavement and ambient air temperatures are above 50 degrees F.

SECTION 81

MISCELLANEOUS TRAFFIC CONTROL DEVICES

Indirectly heat hot melt bituminous adhesive in an applicator with continuous agitation or recirculation. Do not heat hot melt bituminous adhesive above the manufacturer's maximum safe heating temperature.

Place pavement markers immediately after applying hot melt bituminous adhesive. Remove any adhesive from the marker's exposed lenses using a soft rag moistened with the manufacturer's instructed solvent.

81-3.03C Epoxy Adhesive

If using epoxy adhesive, place pavement markers on asphalt concrete or a new seal coat (1) after the surface or seal coat has been open to public traffic for at least 14 days and (2) at the pavement and ambient air temperatures complying with the epoxy adhesive manufacturer's instructions.

Use automatic mixing equipment for the epoxy adhesive. The equipment must:

1. Have positive displacement pumps.
2. Properly meter the 2 components of the epoxy adhesive in the specified ratio of ± 5 percent by volume of either component.

The voids in an undisturbed sample of cured, mixed epoxy adhesive obtained from the extrusion nozzle of the mixing equipment must not exceed 4 percent.

At the start of each day, check the ratio of the 2 components in the presence of the Engineer by (1) disconnecting the mixing heads or (2) using suitable bypass valves and filling 2 suitable containers with the unmixed components. The mixing head must properly mix the 2 components until black or white streaks are not visible in the mixed material.

Apply epoxy adhesive and place pavement markers before the epoxy starts to thicken. Apply enough epoxy such that it flows and protrudes around the marker's edges when a slight pressure is applied to the marker.

81-3.03D Pavement Recesses

Locate pavement recesses along the line or lines of new or existing stripes.

Do not construct recesses on existing structures.

The equipment used for recess construction must be power operated, mechanical, and capable of removing pavement to the dimensions shown.

Remove residue with a vacuum before it is blown by traffic or wind. Do not allow the residue to flow across the pavement or into gutters or drainage facilities.

81-3.04 PAYMENT

Not Used

81-4-81-7 RESERVED

81-8 EXISTING PAVEMENT MARKERS AND DELINEATORS

81-8.01 GENERAL

Section 81-8 includes specifications for performing work on existing pavement markers and delineators.

Work performed on existing pavement markers and delineators must comply with section 15.

81-8.02 MATERIALS

Not Used

81-8.03 CONSTRUCTION

81-8.03A General

Not Used

81-8.03B Remove Pavement Markers

Remove pavement markers and the underlying adhesive by methods that cause the least possible damage to the pavement or surfacing.

SECTION 81**MISCELLANEOUS TRAFFIC CONTROL DEVICES**

When removing ceramic-type pavement markers, use screens or other protective devices to contain fragments.

Remove fragments from the removal work before opening the lanes to traffic.

81-8.03C Reserved

81-8.04 PAYMENT

Not Used

81-9-81-10 RESERVED

84 MARKINGS

84-1 GENERAL

84-1.01 GENERAL

Section 84-1 includes general specifications for applying and constructing markings.

Markings must comply with the CA MUTCD.

84-1.02 MATERIALS

Not Used

84-1.03 CONSTRUCTION

Not Used

84-1.04 PAYMENT

Not Used

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.01 GENERAL

84-2.01A Summary

Section 84-2 includes specifications for applying traffic stripes and pavement markings.

84-2.01B Definitions

pavement marking: Transverse marking such as (1) a limit line, (2) a stop line, or (3) a word, symbol, shoulder, parking stall, or railroad-grade-crossing marking.

traffic stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

84-2.01C Submittals

For each lot or batch of thermoplastic, paint, and glass beads, submit:

1. Certificate of compliance, including the product name, lot or batch number, and manufacture date
2. METS notification letter stating that the material is authorized for use, except for thermoplastic
3. SDS
4. Material data sheet for thermoplastic primer

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in section 84-2.01D. The date of test must be within 1 year of use.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer.

84-2.01D Quality Assurance

Before starting permanent application of two-component painted traffic stripes or markings, apply a test stripe of the paint on roofing felt or other suitable material in the presence of the Engineer. The test section must be at least 50 feet in length.

Test each lot of glass beads for arsenic and lead under EPA Test Method 3052 and 6010B or 6010C.

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585.

SECTION 84

MARKINGS

Each lot or batch of thermoplastic must be tested under California Test 423 for:

1. Brookfield Thermosel viscosity
2. Hardness
3. Yellowness index, white only
4. Daytime luminance factor
5. Yellow color, yellow only
6. Glass bead content
7. Binder content

During the installation of thermoplastic traffic stripes or markings at the job site, apply a test stripe of the thermoplastic on suitable material in the presence of the Engineer. The test stripe must be at least 1 foot in length. The test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements.

84-2.02 MATERIALS

84-2.02A General

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of 250 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and 125 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow when measured under ASTM E1710.

84-2.02B Thermoplastic

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

For recessed thermoplastic stripes and pavement markings, mark packages of thermoplastic with the words *For Recessed Application*.

84-2.02C Paint

The paint for traffic stripes and pavement markings must comply with the specifications for the paint type and color shown in following table:

Paint Specifications

Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Acetone-based	White, yellow, and black	State Specification PT-150VOC(A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

84-2.02D Glass Beads

Glass beads applied to paint must comply with State Specification 8010-004.

Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247. The glass beads must have a coating that promotes adhesion of the beads to thermoplastic.

At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Each lot of glass beads used in pavement markings must contain less than 200 ppm each of arsenic and lead when tested under EPA Test Methods 3052 and 6010B or 6010C.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

A thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility consists of a single uniform layer of thermoplastic and 2 layers of glass beads.

SECTION 84

MARKINGS

The 1st layer of glass beads must be on the Authorized Material List for high-performance glass beads. The color of the glass beads must match the color of the stripe or marking to which they are being applied.

The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the retroreflectivity must be a minimum of $700 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for white stripes and markings and $500 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for yellow stripes and markings when measured under ASTM E1710.

84-2.02F Two-Component Painted Traffic Stripes and Pavement Markings

A two-component painted traffic stripe or pavement marking consists of 1 coat of paint and 2 applications of retroreflective glass beads of 2 gradations.

The large-gradation glass beads must be on the Authorized Material List for two-component traffic striping paints and large-gradation retroreflective glass beads.

The small-gradation glass beads must comply with AASHTO M 247, Type 1.

The glass beads must have an adhesion-promoting and water-repellant coating complying with the paint manufacturer's instructions.

You may use alternative types of glass beads recommended by the paint manufacturer if authorized.

The daytime and nighttime color of the painted traffic stripes and pavement markings must comply with ASTM D6628.

84-2.02G Recessed Two-Component Painted Traffic Stripes and Pavement Markings

Reserved

84-2.02H Traffic Stripe and Pavement Marking Tape

Reserved

84-2.02I–84-2.02M Reserved

84-2.03 CONSTRUCTION

84-2.03A General

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace each with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

SECTION 84

MARKINGS

A completed thermoplastic traffic stripe or thermoplastic pavement marking must be free from runs, bubbles, craters, drag marks, stretch marks, and debris.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

84-2.03B Surface Preparation

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripe or pavement marking.

84-2.03C Application of Stripes and Markings

84-2.03C(1) General

Apply thermoplastic for a pavement marking with a stencil or a preformed marking.

Apply paint for a pavement marking by hand with a stencil and spray equipment.

You may use permanent tape for a traffic stripe or a pavement marking instead of paint or thermoplastic. The permanent tape must be on the Authorized Material List for signing and delineation materials. Apply the tape under the manufacturer's instructions.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic with an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

84-2.03C(2) Thermoplastic Traffic Stripes and Pavement Markings

84-2.03C(2)(a) General

Do not thin the primer. Apply the primer under the manufacturer's instructions:

1. To all roadway surfaces except for asphaltic surfaces less than 6 months old
2. At a minimum rate of 1 gallon per 300 square feet
3. To allow time for the thermoplastic primer to dry and become tacky prior to application of the thermoplastic

Use preheaters with mixers having a 360-degree rotation to preheat the thermoplastic material.

Apply the thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

84-2.03C(2)(b) Extruded Thermoplastic Traffic Stripes and Pavement Markings

Apply extruded thermoplastic at a temperature from 400 to 425 degrees F unless a different temperature is recommended by the manufacturer.

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.36 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick.

An applied thermoplastic pavement marking must be from 0.100 to 0.150 inch thick.

Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb of beads per 100 sq ft.

84-2.03C(2)(c) Sprayable Thermoplastic Traffic Stripes and Pavement Markings

Apply sprayable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350 to 400 degrees F.

Apply sprayable thermoplastic at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.040 inch thick.

84-2.03C(2)(d) Recessed Thermoplastic Traffic Stripes and Pavement Markings

Construct recesses for double traffic stripes in a single pass.

Keep the recesses dry and free from debris. Apply primer to the recesses.

After constructing the recesses, apply the thermoplastic traffic stripes and pavement markings before the end of the same work shift.

84-2.03C(2)(e) Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

Use a ribbon-extrusion or screed-type applicator to apply thermoplastic traffic stripes with enhanced wet-night visibility. Operate the striping machine at a speed of 8 mph or slower during the application of the stripe and glass beads.

Apply the stripe at a rate of at least 0.57 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090 inch thick.

Apply thermoplastic pavement marking at a rate of at least 1.06 lb of thermoplastic per square foot of marking. The applied thermoplastic pavement marking must be at least 0.100 inch thick.

Apply thermoplastic traffic stripe and both types of glass beads in a single pass. First apply the thermoplastic, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2, glass beads. Use a separate applicator gun for each type of glass bead.

You may apply glass beads by hand on pavement markings.

Uniformly distribute glass beads on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 lb of glass beads per 100 sq ft of stripe or marking. Apply AASHTO M 247, Type 2, glass beads at a rate of at least 8 lb of glass beads per 100 sq ft of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 lb of glass beads per 100 sq ft of stripe or marking.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings**84-2.03C(3)(a) General**

Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a speed of at least 5 mph.

The striping machine must:

1. Have rubber tires
2. Be maneuverable enough to produce straight lines and normal curves in true arcs
3. Be capable of applying traffic paint and glass beads at the specified rates
4. Be equipped with:
 - 4.1. Pointer or sighting device at least 5 feet long extending from the front of the machine
 - 4.2. Pointer or sighting device extending from the side of the machine to determine the distance from the centerline for painting shoulder stripes
 - 4.3. Positive acting cutoff device to prevent depositing paint in gaps of broken stripes
 - 4.4. Shields or an adjustable air curtain for line control

SECTION 84

MARKINGS

- 4.5. Pressure regulators and gauges that are in full view of the operator for a pneumatically operated machine
- 4.6. Paint strainer in the paint supply line
- 4.7. Paint storage tank with a mechanical agitator that operates continuously during painting activities
- 4.8. Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle
- 4.9. Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks

Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators
2. Have adequate air volume and compressor recovery capacity
3. Have properly sized orifices and needle assemblies for the spray gun tip

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is not practicable for a particular use.

For an existing surface, apply traffic stripes and pavement markings in 1 coat.

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes. Do not paint traffic stripes and pavement markings if:

1. Freshly painted surfaces could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat.

Apply 1-coat paint at an approximate rate of 107 sq ft/gal.

Apply 2-coat paint at the approximate rate shown in the following table:

Paint type	Two-Coat Paint Application Rates	
	Coverage (sq ft/gal)	
	1st coat	2nd coat
Waterborne paint	215	215
Acetone-based paint	360	150

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

SECTION 84

MARKINGS

The Engineer determines the exact application rate of the paint and glass beads.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

84-2.03C(3)(b) Two-Component Painted Traffic Stripes and Pavement Markings

Do not apply paint for two-component painted traffic stripes and pavement markings until authorized.

Apply the paint only to clean, completely dry surfaces when the pavement surface temperature is above 39 degrees F and the ambient temperature is above 36 degrees F.

Comply with the paint manufacturer's instructions for the temperature of the paint during its application.

The striping machine must not travel faster than 10 mph when applying the paint and glass beads.

Apply the paint and glass beads in 1 pass in the following order:

1. Paint
2. Large-gradation glass beads
3. Small-gradation glass beads

Apply the glass beads with 2 separate applicator guns.

Uniformly distribute the glass beads on traffic stripes and pavement markings.

You may apply the glass beads by hand methods on pavement markings.

Apply the large-gradation glass beads at a minimum rate of 11.7 lb of beads per gallon of paint.

Apply the small-gradation glass beads at a minimum rate of 8.3 lb of beads per gallon of paint.

84-2.03C(3)(c) Recessed Two-Component Painted Traffic Stripes and Pavement Markings

Reserved

84-2.03C(4) Reserved

Reserved

84-2.03C(5)–84-2.03C(10) Reserved

84-2.04 PAYMENT

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The payment quantity for a pavement marking is the area covered.

A double extruded thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as 1 traffic stripe.

A double traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

84-3 CONTRAST TREATMENT

84-3.01–84-3.10 RESERVED

84-4–84-7 RESERVED

84-8 RUMBLE STRIPS

84-8.01 GENERAL

84-8.01A Summary

Section 84-8 includes specifications for constructing rumble strips.

SECTION 84

MARKINGS

84-8.01B Definitions

rumble strip: Band of raised material or indentations formed or grooved in the traveled way on the centerline or shoulders that is used to alert or warn drivers.

84-8.01C Submittals

Reserved

84-8.01D Quality Assurance

Reserved

84-8.02 MATERIALS

Not Used

84-8.03 CONSTRUCTION

84-8.03A General

Select the method and equipment for constructing ground-in indentations.

Do not construct rumble strips:

1. On structures, approach slabs, or concrete weigh-in-motion slabs
2. At intersections
3. Bordering two-way left turn lanes, driveways, or other high-volume turning areas
4. Within 6 inches of any concrete pavement joint

Modify rumble strip spacing to avoid locating a groove on a concrete pavement joint.

Construct rumble strips within 2 inches of the alignment shown. Rumble strip equipment must be equipped with a sighting device that enables the operator to maintain the rumble strip alignment.

Indentations must comply with the dimensions shown and not vary more than:

1. 10 percent in length
2. 0.06 inch in depth
3. 10 percent in width
4. 1 inch in center-to-center spacing between rumble strips

Grind or remove and replace noncompliant rumble strip indentations at locations determined by the Engineer. Ground surface areas must be neat and uniform in appearance.

Grinding equipment must be equipped with a vacuum attachment to remove residue from the roadbed.

The noise level created by the combined grinding activities must not exceed 86 dBA when measured at a distance of 50 feet at right angles to the direction of travel.

Break rumble strips before and after intersections, driveways, railroad crossings, freeway gore areas, and freeway ramps. Place breaks and break distances as shown. You may adjust breaks and the break distances as needed at low-volume driveways or other locations if authorized.

84-8.03B Rumble Strips in Concrete Pavement

Construct rumble strips by grinding indentations in concrete pavement.

Concrete pavement must be hardened before grinding the indentations. Do not construct indentations until (1) 10 days after concrete placement and (2) the concrete has developed a modulus of rupture of 550 psi when tested under California Test 523.

Remove grinding residue under section 13-4.03E(7).

84-8.03C Rumble Strips in Asphalt Concrete Pavement

Construct rumble strips in the top layer of HMA and asphalt concrete surfacing by the ground-in method.

Dispose of the removed material.

SECTION 84

MARKINGS

On ground areas, apply a fog seal coat under section 37-4.02.

84-8.04 PAYMENT

The payment quantity for any type of rumble strip is the length measured by the station along the length of the rumble strip without deductions for gaps between indentations.

84-9 EXISTING MARKINGS

84-9.01 GENERAL

Section 84-9 includes specifications for removing existing markings.

Work performed on existing markings must comply with section 15.

84-9.02 MATERIALS

Not Used

84-9.03 CONSTRUCTION

84-9.03A General

Reserved

84-9.03B Remove Traffic Stripes and Pavement Markings

Remove traffic stripes before making any change to the traffic pattern.

Completely remove traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Submit your proposed method for removing traffic stripes and pavement markings at least 7 days before starting the removal work. Allow 2 business days for the review.

Remove pavement marking such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

84-9.03C Remove Traffic Stripes and Pavement Markings Containing Lead

Reserved

84-9.03D Remove Contrast Treatment

If contrast treatment is shown to be removed, remove it by a method that does not damage the pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

84-9.03E–84-9.03J Reserved

84-9.04 PAYMENT

The payment quantity for remove traffic stripe is the measured length multiplied by:

1. 1.34 for a single 8-inch-wide traffic stripe
2. 2 for a double traffic stripe
3. 3 for a triple traffic stripe

The payment quantity for remove traffic stripe does not include the gaps in broken traffic stripes. Payment for removal of paint evident in a gap is included in the payment for remove traffic stripe of the type involved.

If no bid item is shown on the Bid Item List for remove pavement marking, remove pavement marking is paid for as remove traffic stripe of the types shown in the Bid Item List and the payment quantity for 1 square foot of pavement marking is 3 linear feet.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on May 3, 2022 and continue through May 2, 2025 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Contractor shall perform the work for all City approved Task Proposal(s) in accordance with the following hourly rate schedule.

Markings					
<u>Description</u>	<u>Quantity</u>	<u>Color</u>	<u>Unit</u>	<u>Material</u>	<u>Unit Price</u>
Stop	1,820	White	Ea	Thermoplastic	\$207.00
Ped Crossing	50	White	Ea	Thermoplastic	\$362.00
Stop Ahead	20	White	Ea	Thermoplastic	\$455.00
Right Lane Must Turn Right	5	White	Ea	Thermoplastic	\$1,197.00
Slow School Crossing	5	Yellow	Ea	Thermoplastic	\$683.00
Railroad Crossing	10	White	Ea	Thermoplastic	\$322.00
No Left Turn	5	White	Ea	Thermoplastic	\$567.00
Arrow (Straight)	20	White	Ea	Thermoplastic	\$90.00
Arrow (Multi-directional)	35	White	Ea	Thermoplastic	\$160.00
Arrow (Left-Right)	320	White	Ea	Thermoplastic	\$160.00
Arrow (Bike)	95	White	Ea	Thermoplastic	\$61.00
Bike Lane Symbols	95	White	Ea	Thermoplastic	\$260.00
Parking T's	245	White	Ea	Thermoplastic	\$36.00
ISA	80	Blue/White	Ea	Paint	\$155.00
Only	25	White	Ea	Thermoplastic	\$157.00
25 MPH	25	White	Ea	Thermoplastic	\$161.00
30 MPH	25	White	Ea	Thermoplastic	\$161.00
35 MPH	25	White	Ea	Thermoplastic	\$161.00
Wait Here	15	White	Ea	Thermoplastic	\$313.00
OK	5	White	Ea	Thermoplastic	\$161.00
Slow	1	Yellow	Ea	Thermoplastic	\$157.00
Keep Clear	15	White	Ea	Thermoplastic	\$405.00
Sandblast / Removal	25,000	-	L.F.	-	\$2.65

Striping					
Description	Quantity	Color	Unit	Material	Unit Price
Caltrans Det 1 (4" Single Broken)	269,550	Yellow	L.F.	Paint	\$0.20
Caltrans Det 8 (4" Single Broken)	223,400	White	L.F.	Paint	\$0.20
Caltrans Det 21 (4" Double Solid)	131,650	Yellow	L.F.	Paint	\$0.60
Caltrans Det 24 (4" Single Solid)	16,900	Yellow	L.F.	Paint	\$0.30
Caltrans Det 38B (8" Single Solid)	95,100	White	L.F.	Paint	\$0.45
4" Solid (Parking Stall)	8,750	White	L.F.	Paint	\$0.90
4" Solid	3,550	Blue	L.F.	Paint	\$0.90
12" Solid	300	Blue	L.F.	Paint	\$2.20
12" Solid Limit Line (Caltrans SP A24E)	27,240	White	L.F.	Paint	\$2.20
Two-Way Left Turn	59,700	Yellow	L.F.	Paint	\$1.20

Crosswalk					
Description	Quantity	Color	Unit	Material	Unit Price
12" Continental Crosswalk	27,100	Yellow	L.F.	Thermoplastic	\$2.80
12" Continental Crosswalk	52,300	White	L.F.	Thermoplastic	\$2.80

- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Contractor, exceed \$54,000 during the term of this Agreement.
- III. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
- A. All personnel who performed work on the Task Proposal.
 - B. Description of the work performed.
 - C. Quantity
 - D. Unit Price
 - E. Total Amount (Unit x Quantity)

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include the prior written authorization of the City and copies of receipts to substantiate expense requests. Contractor may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty days of City's receipt of Contractor's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- V. **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: WGJ Enterprises, Inc. dba PCI Corporation
975 West 1st Street
Azusa, CA 91702
Attention: William Jacob

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 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 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.

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.

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SUPERIOR PAVEMENT MARKINGS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Superior Pavement Markings, 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 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. Contractor expressly recognizes that other

City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

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. 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). 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.
 - a. Acknowledgement. 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. 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. 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 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections

1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor 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. 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 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SUPERIOR PAVEMENT MARKINGS, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES/CONTRACT SPECIFICATIONS

I. CONTRACTOR'S DUTIES

Contractor shall perform street striping and signage services described herein, which includes all labor, equipment, materials, tools, and transportation.

Under Redondo Beach Municipal Code ("RBMC") section 7-2.01, the City has adopted the latest editions of the *Standard Specifications for Public Works Construction* ("Greenbook") and the Standard Plans and Standard Specifications of the State of California Department of Transportation ("Caltrans Standard P&S"). Contractor shall perform the scope of work in compliance with said editions subject to any modifications as set forth below.

A. Standard Provisions

1. Markings (per latest Caltrans Standard Plan A24A to A24E)

Description	Quantity	Color	Unit	Material
Stop	1,820	White	Ea	Thermoplastic
Ped Crossing	50	White	Ea	Thermoplastic
Stop Ahead	20	White	Ea	Thermoplastic
Right Lane Must Turn Right	5	White	Ea	Thermoplastic
Slow School Crossing	5	Yellow	Ea	Thermoplastic
Railroad Crossing	10	White	Ea	Thermoplastic
No Left Turn	5	White	Ea	Thermoplastic
Arrow (Straight)	20	White	Ea	Thermoplastic
Arrow (Multi-Directional)	35	White	Ea	Thermoplastic
Arrow (Left-Right)	320	White	Ea	Thermoplastic
Arrow (Bike)	95	White	Ea	Thermoplastic
Bike Lane Symbol	95	White	Ea	Thermoplastic
Parking T	245	White	Ea	Thermoplastic
ISA (wheelchair symbol)	80	Blue/White	Ea	Plastic
Only	25	White	Ea	Thermoplastic
25 MPH	25	White	Ea	Thermoplastic
30 MPH	25	White	Ea	Thermoplastic
35 MPH	25	White	Ea	Thermoplastic
Wait Here	15	White	Ea	Thermoplastic
OK	5	White	Ea	Thermoplastic
Slow	1	White	Ea	Thermoplastic
Keep Clear	15	White	Ea	Thermoplastic
Sandblast/Removal	25000		L.F.	

2. Crosswalks (per latest Caltrans Standard Plan A24F)

Description	Quantity	Color	Unit	Material
12" Continental Crosswalk	27,100	Yellow	L.F.	Thermoplastic
12" Continental Crosswalk	52,300	White	L.F.	Thermoplastic

3. Striping (per latest Caltrans Standard Plan A20A to A20D)

Description	Quantity	Color	Unit	Material
Caltrans Det 1 (4" Single Broken)	269,550	Yellow	L.F.	Paint
Caltrans Det 8 (4" Single Broken)	223,400	White	L.F.	Paint
Caltrans Det 21 (4" Double Solid)	131,650	Yellow	L.F.	Paint
Caltrans Det 24 (4" Single Solid)	16,900	Yellow	L.F.	Paint
Caltrans Det 38B (8" Single Solid)	95,100	White	L.F.	Paint
4" Solid (Parking Stall)	8,750	White	L.F.	Paint
4" Solid	3,550	Blue	L.F.	Paint
12" Solid	300	Blue	L.F.	Paint
12" Solid Limit Line (Caltrans SP A24E)	27,240	White	L.F.	Paint
Two-Way Left Turn	59,700	Yellow	L.F.	Paint

B. SPECIAL PROVISIONS

Provisions of the Greenbook and the Caltrans Standard P&S shall be amended as follows.

1. Greenbook Changes

- a. Section 3-7.2 is hereby deleted in its entirety and replaced with the following:

3-7.2 Precedence of Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- a) Permits issued by other agencies
- b) Change Orders and Supplemental Agreements; whichever occurs last
- c) Agreement
- d) Addenda
- e) Special Conditions
- f) General Conditions

- g) Notice to Contractors Inviting Bids
- h) Instructions to Bidders
- i) Plans
- j) City Standard Plans
- k) Other Standard Plans
- l) Standard Specifications for Public Works Construction
- m) Reference Specifications

Detail drawings shall take precedence over general drawings.

- b. Section 6-1.1 is hereby deleted in its entirety and replaced with the following:

6-1.1 Schedule. The Contractor shall schedule the restriping work to complete the entire City within six (6) months of the Notice to Proceed ("Citywide Restriping Work"). The Citywide Restriping Work shall be completed in phases and the Contractor shall provide the Engineer or authorized representative with a work schedule at least 5 (five) business days prior to commencing work at each phase. Upon coordination of work schedule, contractor shall initiate work phase within 10 business days and complete work phase within 25 business days. Priority shall be given to areas surrounding schools, arterials, collectors, then residential streets and alleys. The Engineer may require ancillary striping and sign work to be prioritized within the scheduled Citywide Restriping Work phases as he deems necessary. Completion of work phase includes cat-tracking inspection, approval by Engineer or authorized representative, and final striping. After the Citywide Restriping Work is completed, the Engineer may require the Contractor to perform additional striping and sign work on an as-needed basis.

The Contractor shall provide safe and continuous passage for pedestrian, bicycle, and vehicular traffic at all times. The Contractor shall obtain a no-fee encroachment permit from the City prior to any lane closures activity within the City right-of-ways. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control shall conform to, and be placed in accordance with the latest CA MUTCD. Flashing arrow signs shall be furnished and maintained as directed by the Public Works Director or his authorized representative.

During working hours, a minimum of one ten (10)-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM, unless an emergency situation exists and such a closure is necessary to

safeguard the traveling public. Separation between travel lanes, channelization and delineation of the work area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15' on center. Work shall not conflict with afternoon pick-up periods within school zones.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The Flashing Arrow Sign shall be in place before lane closure(s) requiring its use is implemented.

When striping installation is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

All conflicting traffic control signs shall be removed or covered as necessary. Upon completion of installation, all existing signs will be restored or uncovered as necessary.

Repainting/painting of centerlines and lane lines may occur between the hours of 9 a.m. to 3 p.m. on the weekdays and/or from 6:00 p.m. (Monday thru Thursday) to 7 a.m. the following morning. All other pavement markings shall be completed during the normal daytime working hours.

- c. Section 214 of the Green Book is hereby deleted in its entirety and replaced with Sections 81 and Section 84 of Caltrans Standard P&S as provided in Attachment A, subject to the modifications set forth below.

1. Caltrans Standard P&S Changes

- a. Section 81.3.04 is hereby deleted in its entirety and replaced with the following:

81-3.04 Payment. There shall be no separate payment for pavement markers.

- b. Section 84-2.01C is hereby deleted in its entirety and replaced with the following:

84-2.01C Submittals. For each lot or batch of thermoplastic, paint, and glass beads, submit:

- 1. Certificate of compliance, including the product name, lot or batch number, and manufacture date
- 2. METS notification letter stating that the material is authorized for use, except for thermoplastic
- 3. SDS
- 4. Material data sheet for thermoplastic primer

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in section 84-2.01D. The date of test must be within 1 year of use.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer

Final quantities and the location of all pavement markings, legends and traffic striping within the City limits shall be submitted to the City for their records. This submittal shall be in an acceptable form that provides the City with final quantities and locations throughout the City, and as considered appropriate by the Engineer or authorized representative.

- c. Section 84-2.01D is hereby deleted in its entirety and replaced with the following:

84-2.01D Quality Assurance. Before starting permanent application of two-component painted traffic stripes or markings, apply a test stripe of the paint on roofing felt or other suitable material in the presence of the Engineer. The test section must be at least 50 feet in length.

Test each lot of glass beads for arsenic and lead under EPA Test Method 3052 and 6010B or 6010C.

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585

The Contractor must use the same exact template for the repainting of all of the pavement markings/legends currently on the street. All templates are to be provided by the Contractor. If the template for the existing pavement marking/legend cannot be used for the repainting, then the existing pavement marking/legend shall be

removed entirely by grinding. The area to be ground will encompass a rectangular/square area about the existing pavement marking/legend.

The Contractor, before repainting any pavement marking/legend, shall grind any existing pavement marking/legend if two or more pavement markings/legends exist as a result of previous 'over-painting' or 'double images'.

The pavement marking/legend shall be repainted on the same exact painted area. Any 'over-painting' or 'double looking' images with the previous pavement marking/legend will not be approved for payment. The City Engineer or his designee shall be the final authority regarding any concerns/questions of 'over-painting' or 'double images'.

The Contractor shall supply the City with the standards of the templates used for this contract. These template standards will be used as the basis for the next repainting contract or future street resurfacing/repairs contracts.

- d. Section 84-2.03A is hereby deleted in its entirety and replaced with the following:

84-2.03A General. Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace each with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

A completed thermoplastic traffic stripe or thermoplastic pavement marking must be free from runs, bubbles, craters, drag marks, stretch marks, and debris.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

All striping, pavement markings and legends not in conformance with the latest CA MUTCD standards shall be sandblasted and replaced in conformance.

Any and all new striping, pavement markings and legends shall be cat-tracked and approved by the Engineer prior to final installation. A minimum of three (3) working days' notice must be provided to the Engineer for approval prior to final installation. The Engineer will inspect the cat-tracking within 2 working days and notify the Contractor of any needed corrections or adjustments. Upon approval of the cat-tracking by the Engineer, the Contractor shall then complete the installation of all new striping, pavement markings and legends no later than 5 working days following the approval of cat-tracking.

All lane striping at intersection approaches without crosswalks shall end ten (10) feet from the extension of the intersecting curb line.

All lane lines at intersection approaches shall begin and end with 50 feet of solid line.

All centerline striping at intersection approaches shall be double yellow for a distance of fifty (50) feet minimum; existing double yellow centerline striping which exceeds fifty (50) feet shall be installed as per existing.

New crosswalks shall be continental and conform to latest edition of the Caltrans Standard Plan A24F. Crosswalks shall be 10 feet wide

(2 feet wide per element and 5 feet on-center). Existing standard crosswalks may be sandblasted to allow for installation of continental crosswalks or ladder as determined by the Engineer.

Limit lines shall be installed per latest edition of Caltrans Standard Plan A24E and latest edition of the CA MUTCD Section 3B.16. Limit lines shall be installed in advance of all crosswalks and at a 90-degree angle to the approach lane. Limit lines shall be 12" solid white and be installed with a 4' buffer from edge of crosswalk. If the crosswalk is installed at an angle, the 4' buffer shall be measured from the edge of crosswalk to the limit line at the center of the approach lane. Lane lines and channelizing lines shall terminate at limit line.

- e. Section 84-2.03C(1) is hereby deleted in its entirety and replaced with the following:

84-2.03C(1) General

Apply thermoplastic for a pavement marking with a stencil or a preformed marking.

Apply paint for a pavement marking by hand with a stencil and spray equipment.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic with an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

- f. Section 84-2.03C(3)(a) is hereby deleted in its entirety and replaced with the following:

84-2.03C(3)(a) General

Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a speed of at least 5 mph.

The striping machine must:

1. Have rubber tires
2. Be maneuverable enough to produce straight lines and normal curves in true arcs
3. Be capable of applying traffic paint and glass beads at the specified rates
4. Be equipped with:
 - 4.1. Pointer or sighting device at least 5 feet long extending from the front of the machine
 - 4.2. Pointer or sighting device extending from the side of the machine to determine the distance from the centerline for painting shoulder stripes
 - 4.3. Positive acting cutoff device to prevent depositing paint in gaps of broken stripes
 - 4.4. Shields or an adjustable air curtain for line control
- SECTION 84 MARKINGS 1096
- 4.5. Pressure regulators and gauges that are in full view of the operator for a pneumatically operated machine
- 4.6. Paint strainer in the paint supply line
- 4.7. Paint storage tank with a mechanical agitator that operates continuously during painting activities
- 4.8. Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle
- 4.9. Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks

Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators
2. Have adequate air volume and compressor recovery capacity
3. Have properly sized orifices and needle assemblies for the spray gun tip

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is not practicable for a particular use.

For an existing surface, apply traffic stripes and pavement markings in 1 coat.

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 2nd coat of paint shall be applied seven (7) calendar days following the application of the 1st coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes. Do not paint traffic stripes and pavement markings if:

1. Freshly painted surfaces could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat.

Apply 1-coat paint at an approximate rate of 107 sq ft/gal.

Apply 2-coat paint at the approximate rate shown in the following table:

Two-Coat Paint Application Rates

Paint type	<u>Coverage (sq ft/gal)</u>	
	1st coat	2nd coat
Waterborne paint	215	215
Acetone-based paint	360	150

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

The Engineer determines the exact application rate of the paint and glass beads.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

- g. Section 84-9.01 is hereby deleted in its entirety and replaced with the following:

84-9.01 General. Section 84-9 includes specifications for removing existing markings.

Work performed on existing markings must comply with section 15. The removal of existing traffic stripes and markings shall be done with sandblasting. Sandblasting shall apply to both paint and thermoplastic striping, pavement markings and legends.

C. PUBLIC CONTRACT CODE SECTION 22002

The work described herein shall only include resurfacing of streets and highways at less than one inch and shall meet the definition of maintenance as provided in Public Contract Code Section 22002(d).

ATTACHMENT A
SECTIONS 81 AND 84 OF CALTRANS STANDARD P&S

See attached.

DIVISION IX TRAFFIC CONTROL DEVICES
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES
81-1 GENERAL

81-1.01 GENERAL

Section 81-1 includes general specifications for fabricating, installing, and placing miscellaneous traffic control devices.

Traffic control devices must comply with the *California MUTCD*.

81-1.02 MATERIALS

Not Used

81-1.03 CONSTRUCTION

Not Used

81-1.04 PAYMENT

Not Used

81-2 DELINEATORS

81-2.01 GENERAL

81-2.01A Summary

Section 81-2 includes specifications for fabricating and installing delineators.

81-2.01B Definitions

Reserved

81-2.01C Submittals

Submit a certificate of compliance for:

1. Metal target plates
2. Enamel coating

81-2.01D Quality Assurance

When tested under California Test 671, the enamel coating on a metal target plate must have satisfactory resistance to weathering, humidity, salt spray, and chemicals. The enamel coating must have:

1. Satisfactory adherence and impact resistance.
2. Pencil lead hardness of at least HB.
3. 60-degree specular gloss of at least 80 percent.
4. Excitation purity of no more than 3 percent:
 - 4.1 As received.
 - 4.2 After 1,000 hours in an artificial weathering device when tested under ASTM G155, Table X3.1, Cycle 1.
5. Daylight luminous directional reflectance (Y value) of at least 70.

The Department may sample metal target plates for testing as shown in the following table:

Metal Target Plate Sampling		
Production stage	Lot size	Sample size
Finished target plates	Less than 5,000	5 target plates
	5,000–10,000	10 target plates
Flat sheet stock	10,000 sq ft or less ^a	Five 12-by-24-inch specimens
Coil stock	5,000 lb or less	Two 12-by-12-inch specimens or one 12-by-24-inch specimen

^aFlat sheet stock must be identifiable with parent coil stock.

SECTION 81

MISCELLANEOUS TRAFFIC CONTROL DEVICES

The Department rejects the entire lot if any sample does not comply with section 81 or zinc-coated steel sheets show any evidence of damage to or removal of the zinc coating.

If the Department chooses to resample, the sample quantity may be twice the number shown in the table titled "Metal Target Plate Sampling."

81-2.02 MATERIALS

81-2.02A General

A delineator must be on the Authorized Material List for signing and delineation materials. A delineator consists of a post and 2 target plates.

81-2.02B Wood Posts

Wood posts must comply with section 82-3.02C.

81-2.02C Metal Posts

The steel for a metal post must comply with ASTM A36/A36M.

A metal post must be galvanized under section 75.

81-2.02D Flexible Posts

A flexible post must be:

1. White except where shown as yellow
2. Free from burns, discoloration, contamination, and other objectionable marks or defects that affect appearance or serviceability

81-2.02E Target Plates

Galvanize steel sheets under section 75. Zinc-coated steel sheets must comply with ASTM A653/A 653M, Commercial Steel, Types A, B, and C.

The nominal thickness of a zinc-coated steel sheet must be at least 0.038 inch.

Prepare zinc-coated surfaces to produce optimum adherence of the enamel coating without damaging or removing the zinc coating.

An aluminum target plate must be aluminum alloy 3003-H14. You may use other alloys having equivalent properties if authorized.

The nominal thickness of an aluminum sheet must be at least 0.050 inch.

Prepare the aluminum sheets for the enamel coating by cleaning to remove contaminants and uniformly applying an acid-chromate-fluoride, acid-chromate-fluoride phosphate, or equivalent chemical anticorrosion conversion coating.

Cut each target plate to size and shape and punch the mounting bolt holes. The surfaces and edges of each target plate must be free from fabrication defects.

Coat the pretreated metal target plate with an opaque white coating on both sides using a 1-coat or 2-coat system. When tested under California Test 671, the dry film for the:

1. 1-coat system must be uniform and have an average thickness of at least 0.75 mil with no individual measurement less than 0.65 mil.
2. 2-coat system must consist of 0.10- to 0.20-mil-thick primer and have an average thickness of at least 0.75 mil, including primer and top coat, with no individual measurement less than 0.65 mil.

For a 1-coat painting system, fabricate the zinc-coated steel target plate, including shearing, cutting, and punching, before starting the enameling process.

The enamel coating on a metal target plate must be the product of a commercial manufacturer. Apply the enamel coating by spray, dip, roller, continuous roller coating, or other authorized method.

The coating must be smooth and substantially free from flow lines, paint washout, streaks, blisters, and other defects that might impair serviceability or detract from the general appearance.

SECTION 81

MISCELLANEOUS TRAFFIC CONTROL DEVICES

A finished metal target plate must be free from dents and defects. The maximum edge-to-edge surface deviation from a horizontal plane must not exceed 1/8 inch.

81-2.02F Hardware

Attach a target plate with either (1) 1/4-inch galvanized steel or aluminum nuts and bolts or (2) 3/16-inch blind aluminum rivets and washers.

81-2.02G–81-2.02L Reserved

81-2.03 CONSTRUCTION

Drive the post in place where soil conditions allow if the driving method does not damage the post. Drill pilot holes if ground conditions are such that the post cannot be driven without being damaged.

Install the target plates after the post is set in place.

After setting the post, fill any space around it with rock-free earth. Thoroughly tamp and water the fill material such that it holds the post securely in position.

Unless the surplus material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

Before Contract acceptance, spot paint any exposed areas where the paint is damaged and clean any exposed areas that are soiled.

81-2.04 PAYMENT

Not Used

81-3 PAVEMENT MARKERS

81-3.01 GENERAL

81-3.01A Summary

Section 81-3 includes specifications for placing pavement markers.

81-3.01B Definitions

Reserved

81-3.01C Submittals

Submit a certificate of compliance for each type of pavement marker used.

81-3.01D Quality Assurance

Reserved

81-3.02 MATERIALS

81-3.02A General

A pavement marker must be on the Authorized Material List for signing and delineation materials.

Pavement markers must be packaged in a way that prevents damage.

Each package must be marked with:

1. Manufacturer's name
2. Type
3. Color
4. Quantity
5. Lot number
6. Date of manufacture

Protect pavement markers from moisture during shipment to the job site and when stored at the job site.

SECTION 81**MISCELLANEOUS TRAFFIC CONTROL DEVICES****81-3.02B Reserved****81-3.02C Retroreflective Pavement Markers**

The exterior surface of a retroreflective pavement marker must be smooth and contain 1 or 2 retroreflective faces of the specified color.

The base of the marker must be rough textured and free from gloss and substances that could reduce the adhesive bond. The base must be flat within a 0.05-inch tolerance.

A retroreflective pavement marker must comply with the requirements shown in the following table:

Retroreflective Pavement Marker Requirements

Quality characteristic	Test method	Requirement		
Bond strength (min, psi) ^a	California Test 669	500		
Compressive strength (min, lb) ^b		2,000		
Compressive strength, recessed markers (min, lb)		1,200		
Abrasion resistance, specific intensity minimum requirements after abrasion		Pass		
Water soak resistance		No delamination of the body and lens system or loss of reflectance		
Reflectance		Specific intensity		
0° incidence angle (min)		Clear	Yellow	Red
20° incidence angle (min)		3.0	1.5	0.75
1 year after placement		1.2	0.60	0.30
		0.30	0.15	0.08

^aThe marker body or filler material must not fail before reaching 500 psi under the bond strength test.

^bThe marker must not deform more than 0.125 inch at a load of less than 2,000 lb, and delamination of the shell and filler material must not exceed 0.125 inch regardless of the compressive load required to break the marker.

81-3.02D Hot Melt Bituminous Adhesive

Standard hot melt bituminous adhesive must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Penetration, 100 g, 5 seconds, 77 °F (dmm)	ASTM D5	10–20
Softening point (min, °F)	ASTM D36	200
Flash point, COC (min, °F)	ASTM D92	550
Filler content (percent by weight) (insoluble in 1,1,1 trichloroethane)	ASTM D2371	65–75
Brookfield thermosel viscosity, no. 27 spindle, 20 rpm, 400 °F (centipoise)	ASTM D4402	3,000–6,000

Flexible hot melt bituminous adhesive must comply with the requirements shown in the following table:

SECTION 81**MISCELLANEOUS TRAFFIC CONTROL DEVICES**

Quality characteristic	Test method	Requirement
Penetration, 100 g, 5 seconds, 77 °F (max, dmm)	ASTM D5	30
Softening point (min, °F)	ASTM D36	200
Ductility, 2 in/min, 77 °F (min, in)	ASTM D113	6
Ductility, 0.4 in/min, 39 °F (min, in)		2
Flexibility	California Test 440	No breaks or cracks
Brookfield thermosel viscosity, no. 27 spindle, 20 rpm, 375 °F (centipoise)	ASTM D4402	2,500–6,000
Bond strength to concrete (min, psi)	California Test 440	100
Bond strength to retroreflective pavement marker (min, psi)	California Test 440	120

The filler material must be Type PC, Grade III, calcium carbonate complying with ASTM D1199. The fineness of the filler material must comply with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 100	100
No. 200	95
No. 325	75

81-3.02E Epoxy Adhesive

The epoxy adhesive must be either rapid set or standard set.

81-3.03 CONSTRUCTION**81-3.03A General**

Establish the alignment for placing pavement markers.

Do not place pavement markers over longitudinal or transverse joints in the pavement surface.

Place pavement markers when the pavement surface is dry.

Before placing pavement markers, remove undesirable material from the pavement surface, including dirt, curing compound, grease, oil, loose or unsound layers, and paint. Regardless of the pavement's age or type, clean the surface by abrasive blast cleaning except where you apply hot melt bituminous adhesive on clean asphalt concrete or on a new clean seal coat.

Apply pavement markers to the pavement with bituminous adhesive, flexible bituminous adhesive, standard set epoxy, or rapid set epoxy adhesive. Apply markers in pavement recesses with flexible bituminous adhesive.

Comply with the manufacturer's installation instructions for the type of adhesive used.

Completely cover the pavement surface where the pavement marker is to be applied or the bottom of the pavement marker with the adhesive without leaving any voids. Place the marker into position and firmly apply pressure until contact is made with the pavement. Apply enough adhesive such that it protrudes around the marker's edges after pressing it into place.

Place retroreflective pavement markers such that each retroreflective face is perpendicular to a line parallel to the roadway centerline.

The Engineer determines when the adhesive has set long enough for newly installed pavement markers to bear traffic.

81-3.03B Hot Melt Bituminous Adhesive

If using hot melt bituminous adhesive, place pavement markers on asphalt concrete or a new seal coat (1) after the surface or seal coat has been open to traffic for at least 7 days and (2) when the pavement and ambient air temperatures are above 50 degrees F.

SECTION 81

MISCELLANEOUS TRAFFIC CONTROL DEVICES

Indirectly heat hot melt bituminous adhesive in an applicator with continuous agitation or recirculation. Do not heat hot melt bituminous adhesive above the manufacturer's maximum safe heating temperature.

Place pavement markers immediately after applying hot melt bituminous adhesive. Remove any adhesive from the marker's exposed lenses using a soft rag moistened with the manufacturer's instructed solvent.

81-3.03C Epoxy Adhesive

If using epoxy adhesive, place pavement markers on asphalt concrete or a new seal coat (1) after the surface or seal coat has been open to public traffic for at least 14 days and (2) at the pavement and ambient air temperatures complying with the epoxy adhesive manufacturer's instructions.

Use automatic mixing equipment for the epoxy adhesive. The equipment must:

1. Have positive displacement pumps.
2. Properly meter the 2 components of the epoxy adhesive in the specified ratio of ± 5 percent by volume of either component.

The voids in an undisturbed sample of cured, mixed epoxy adhesive obtained from the extrusion nozzle of the mixing equipment must not exceed 4 percent.

At the start of each day, check the ratio of the 2 components in the presence of the Engineer by (1) disconnecting the mixing heads or (2) using suitable bypass valves and filling 2 suitable containers with the unmixed components. The mixing head must properly mix the 2 components until black or white streaks are not visible in the mixed material.

Apply epoxy adhesive and place pavement markers before the epoxy starts to thicken. Apply enough epoxy such that it flows and protrudes around the marker's edges when a slight pressure is applied to the marker.

81-3.03D Pavement Recesses

Locate pavement recesses along the line or lines of new or existing stripes.

Do not construct recesses on existing structures.

The equipment used for recess construction must be power operated, mechanical, and capable of removing pavement to the dimensions shown.

Remove residue with a vacuum before it is blown by traffic or wind. Do not allow the residue to flow across the pavement or into gutters or drainage facilities.

81-3.04 PAYMENT

Not Used

81-4-81-7 RESERVED

81-8 EXISTING PAVEMENT MARKERS AND DELINEATORS

81-8.01 GENERAL

Section 81-8 includes specifications for performing work on existing pavement markers and delineators.

Work performed on existing pavement markers and delineators must comply with section 15.

81-8.02 MATERIALS

Not Used

81-8.03 CONSTRUCTION

81-8.03A General

Not Used

81-8.03B Remove Pavement Markers

Remove pavement markers and the underlying adhesive by methods that cause the least possible damage to the pavement or surfacing.

SECTION 81**MISCELLANEOUS TRAFFIC CONTROL DEVICES**

When removing ceramic-type pavement markers, use screens or other protective devices to contain fragments.

Remove fragments from the removal work before opening the lanes to traffic.

81-8.03C Reserved

81-8.04 PAYMENT

Not Used

81-9-81-10 RESERVED

84 MARKINGS

84-1 GENERAL

84-1.01 GENERAL

Section 84-1 includes general specifications for applying and constructing markings.

Markings must comply with the CA MUTCD.

84-1.02 MATERIALS

Not Used

84-1.03 CONSTRUCTION

Not Used

84-1.04 PAYMENT

Not Used

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.01 GENERAL

84-2.01A Summary

Section 84-2 includes specifications for applying traffic stripes and pavement markings.

84-2.01B Definitions

pavement marking: Transverse marking such as (1) a limit line, (2) a stop line, or (3) a word, symbol, shoulder, parking stall, or railroad-grade-crossing marking.

traffic stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

84-2.01C Submittals

For each lot or batch of thermoplastic, paint, and glass beads, submit:

1. Certificate of compliance, including the product name, lot or batch number, and manufacture date
2. METS notification letter stating that the material is authorized for use, except for thermoplastic
3. SDS
4. Material data sheet for thermoplastic primer

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in section 84-2.01D. The date of test must be within 1 year of use.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer.

84-2.01D Quality Assurance

Before starting permanent application of two-component painted traffic stripes or markings, apply a test stripe of the paint on roofing felt or other suitable material in the presence of the Engineer. The test section must be at least 50 feet in length.

Test each lot of glass beads for arsenic and lead under EPA Test Method 3052 and 6010B or 6010C.

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585.

SECTION 84

MARKINGS

Each lot or batch of thermoplastic must be tested under California Test 423 for:

1. Brookfield Thermosel viscosity
2. Hardness
3. Yellowness index, white only
4. Daytime luminance factor
5. Yellow color, yellow only
6. Glass bead content
7. Binder content

During the installation of thermoplastic traffic stripes or markings at the job site, apply a test stripe of the thermoplastic on suitable material in the presence of the Engineer. The test stripe must be at least 1 foot in length. The test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements.

84-2.02 MATERIALS

84-2.02A General

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of 250 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and 125 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow when measured under ASTM E1710.

84-2.02B Thermoplastic

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

For recessed thermoplastic stripes and pavement markings, mark packages of thermoplastic with the words *For Recessed Application*.

84-2.02C Paint

The paint for traffic stripes and pavement markings must comply with the specifications for the paint type and color shown in following table:

Paint Specifications		
Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Acetone-based	White, yellow, and black	State Specification PT-150VOC(A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

84-2.02D Glass Beads

Glass beads applied to paint must comply with State Specification 8010-004.

Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247. The glass beads must have a coating that promotes adhesion of the beads to thermoplastic.

At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Each lot of glass beads used in pavement markings must contain less than 200 ppm each of arsenic and lead when tested under EPA Test Methods 3052 and 6010B or 6010C.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

A thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility consists of a single uniform layer of thermoplastic and 2 layers of glass beads.

SECTION 84

MARKINGS

The 1st layer of glass beads must be on the Authorized Material List for high-performance glass beads. The color of the glass beads must match the color of the stripe or marking to which they are being applied.

The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the retroreflectivity must be a minimum of $700 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for white stripes and markings and $500 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for yellow stripes and markings when measured under ASTM E1710.

84-2.02F Two-Component Painted Traffic Stripes and Pavement Markings

A two-component painted traffic stripe or pavement marking consists of 1 coat of paint and 2 applications of retroreflective glass beads of 2 gradations.

The large-gradation glass beads must be on the Authorized Material List for two-component traffic striping paints and large-gradation retroreflective glass beads.

The small-gradation glass beads must comply with AASHTO M 247, Type 1.

The glass beads must have an adhesion-promoting and water-repellant coating complying with the paint manufacturer's instructions.

You may use alternative types of glass beads recommended by the paint manufacturer if authorized.

The daytime and nighttime color of the painted traffic stripes and pavement markings must comply with ASTM D6628.

84-2.02G Recessed Two-Component Painted Traffic Stripes and Pavement Markings

Reserved

84-2.02H Traffic Stripe and Pavement Marking Tape

Reserved

84-2.02I–84-2.02M Reserved

84-2.03 CONSTRUCTION

84-2.03A General

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace each with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

A completed thermoplastic traffic stripe or thermoplastic pavement marking must be free from runs, bubbles, craters, drag marks, stretch marks, and debris.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

84-2.03B Surface Preparation

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripe or pavement marking.

84-2.03C Application of Stripes and Markings

84-2.03C(1) General

Apply thermoplastic for a pavement marking with a stencil or a preformed marking.

Apply paint for a pavement marking by hand with a stencil and spray equipment.

You may use permanent tape for a traffic stripe or a pavement marking instead of paint or thermoplastic. The permanent tape must be on the Authorized Material List for signing and delineation materials. Apply the tape under the manufacturer's instructions.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic with an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

84-2.03C(2) Thermoplastic Traffic Stripes and Pavement Markings

84-2.03C(2)(a) General

Do not thin the primer. Apply the primer under the manufacturer's instructions:

1. To all roadway surfaces except for asphaltic surfaces less than 6 months old
2. At a minimum rate of 1 gallon per 300 square feet
3. To allow time for the thermoplastic primer to dry and become tacky prior to application of the thermoplastic

Use preheaters with mixers having a 360-degree rotation to preheat the thermoplastic material.

Apply the thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

84-2.03C(2)(b) Extruded Thermoplastic Traffic Stripes and Pavement Markings

Apply extruded thermoplastic at a temperature from 400 to 425 degrees F unless a different temperature is recommended by the manufacturer.

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.36 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick.

An applied thermoplastic pavement marking must be from 0.100 to 0.150 inch thick.

Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb of beads per 100 sq ft.

84-2.03C(2)(c) Sprayable Thermoplastic Traffic Stripes and Pavement Markings

Apply sprayable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350 to 400 degrees F.

Apply sprayable thermoplastic at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.040 inch thick.

84-2.03C(2)(d) Recessed Thermoplastic Traffic Stripes and Pavement Markings

Construct recesses for double traffic stripes in a single pass.

Keep the recesses dry and free from debris. Apply primer to the recesses.

After constructing the recesses, apply the thermoplastic traffic stripes and pavement markings before the end of the same work shift.

84-2.03C(2)(e) Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

Use a ribbon-extrusion or screed-type applicator to apply thermoplastic traffic stripes with enhanced wet-night visibility. Operate the striping machine at a speed of 8 mph or slower during the application of the stripe and glass beads.

Apply the stripe at a rate of at least 0.57 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090 inch thick.

Apply thermoplastic pavement marking at a rate of at least 1.06 lb of thermoplastic per square foot of marking. The applied thermoplastic pavement marking must be at least 0.100 inch thick.

Apply thermoplastic traffic stripe and both types of glass beads in a single pass. First apply the thermoplastic, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2, glass beads. Use a separate applicator gun for each type of glass bead.

You may apply glass beads by hand on pavement markings.

Uniformly distribute glass beads on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 lb of glass beads per 100 sq ft of stripe or marking. Apply AASHTO M 247, Type 2, glass beads at a rate of at least 8 lb of glass beads per 100 sq ft of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 lb of glass beads per 100 sq ft of stripe or marking.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings**84-2.03C(3)(a) General**

Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a speed of at least 5 mph.

The striping machine must:

1. Have rubber tires
2. Be maneuverable enough to produce straight lines and normal curves in true arcs
3. Be capable of applying traffic paint and glass beads at the specified rates
4. Be equipped with:
 - 4.1. Pointer or sighting device at least 5 feet long extending from the front of the machine
 - 4.2. Pointer or sighting device extending from the side of the machine to determine the distance from the centerline for painting shoulder stripes
 - 4.3. Positive acting cutoff device to prevent depositing paint in gaps of broken stripes
 - 4.4. Shields or an adjustable air curtain for line control

SECTION 84

MARKINGS

- 4.5. Pressure regulators and gauges that are in full view of the operator for a pneumatically operated machine
- 4.6. Paint strainer in the paint supply line
- 4.7. Paint storage tank with a mechanical agitator that operates continuously during painting activities
- 4.8. Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle
- 4.9. Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks

Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators
2. Have adequate air volume and compressor recovery capacity
3. Have properly sized orifices and needle assemblies for the spray gun tip

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is not practicable for a particular use.

For an existing surface, apply traffic stripes and pavement markings in 1 coat.

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes. Do not paint traffic stripes and pavement markings if:

1. Freshly painted surfaces could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat.

Apply 1-coat paint at an approximate rate of 107 sq ft/gal.

Apply 2-coat paint at the approximate rate shown in the following table:

Paint type	Two-Coat Paint Application Rates	
	Coverage (sq ft/gal)	
	1st coat	2nd coat
Waterborne paint	215	215
Acetone-based paint	360	150

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

SECTION 84

MARKINGS

The Engineer determines the exact application rate of the paint and glass beads.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

84-2.03C(3)(b) Two-Component Painted Traffic Stripes and Pavement Markings

Do not apply paint for two-component painted traffic stripes and pavement markings until authorized.

Apply the paint only to clean, completely dry surfaces when the pavement surface temperature is above 39 degrees F and the ambient temperature is above 36 degrees F.

Comply with the paint manufacturer's instructions for the temperature of the paint during its application.

The striping machine must not travel faster than 10 mph when applying the paint and glass beads.

Apply the paint and glass beads in 1 pass in the following order:

1. Paint
2. Large-gradation glass beads
3. Small-gradation glass beads

Apply the glass beads with 2 separate applicator guns.

Uniformly distribute the glass beads on traffic stripes and pavement markings.

You may apply the glass beads by hand methods on pavement markings.

Apply the large-gradation glass beads at a minimum rate of 11.7 lb of beads per gallon of paint.

Apply the small-gradation glass beads at a minimum rate of 8.3 lb of beads per gallon of paint.

84-2.03C(3)(c) Recessed Two-Component Painted Traffic Stripes and Pavement Markings

Reserved

84-2.03C(4) Reserved

Reserved

84-2.03C(5)–84-2.03C(10) Reserved

84-2.04 PAYMENT

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The payment quantity for a pavement marking is the area covered.

A double extruded thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes is measured as 1 traffic stripe.

A double traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

84-3 CONTRAST TREATMENT

84-3.01–84-3.10 RESERVED

84-4–84-7 RESERVED

84-8 RUMBLE STRIPS

84-8.01 GENERAL

84-8.01A Summary

Section 84-8 includes specifications for constructing rumble strips.

SECTION 84

MARKINGS

84-8.01B Definitions

rumble strip: Band of raised material or indentations formed or grooved in the traveled way on the centerline or shoulders that is used to alert or warn drivers.

84-8.01C Submittals

Reserved

84-8.01D Quality Assurance

Reserved

84-8.02 MATERIALS

Not Used

84-8.03 CONSTRUCTION

84-8.03A General

Select the method and equipment for constructing ground-in indentations.

Do not construct rumble strips:

1. On structures, approach slabs, or concrete weigh-in-motion slabs
2. At intersections
3. Bordering two-way left turn lanes, driveways, or other high-volume turning areas
4. Within 6 inches of any concrete pavement joint

Modify rumble strip spacing to avoid locating a groove on a concrete pavement joint.

Construct rumble strips within 2 inches of the alignment shown. Rumble strip equipment must be equipped with a sighting device that enables the operator to maintain the rumble strip alignment.

Indentations must comply with the dimensions shown and not vary more than:

1. 10 percent in length
2. 0.06 inch in depth
3. 10 percent in width
4. 1 inch in center-to-center spacing between rumble strips

Grind or remove and replace noncompliant rumble strip indentations at locations determined by the Engineer. Ground surface areas must be neat and uniform in appearance.

Grinding equipment must be equipped with a vacuum attachment to remove residue from the roadbed.

The noise level created by the combined grinding activities must not exceed 86 dBA when measured at a distance of 50 feet at right angles to the direction of travel.

Break rumble strips before and after intersections, driveways, railroad crossings, freeway gore areas, and freeway ramps. Place breaks and break distances as shown. You may adjust breaks and the break distances as needed at low-volume driveways or other locations if authorized.

84-8.03B Rumble Strips in Concrete Pavement

Construct rumble strips by grinding indentations in concrete pavement.

Concrete pavement must be hardened before grinding the indentations. Do not construct indentations until (1) 10 days after concrete placement and (2) the concrete has developed a modulus of rupture of 550 psi when tested under California Test 523.

Remove grinding residue under section 13-4.03E(7).

84-8.03C Rumble Strips in Asphalt Concrete Pavement

Construct rumble strips in the top layer of HMA and asphalt concrete surfacing by the ground-in method.

Dispose of the removed material.

SECTION 84

MARKINGS

On ground areas, apply a fog seal coat under section 37-4.02.

84-8.04 PAYMENT

The payment quantity for any type of rumble strip is the length measured by the station along the length of the rumble strip without deductions for gaps between indentations.

84-9 EXISTING MARKINGS

84-9.01 GENERAL

Section 84-9 includes specifications for removing existing markings.

Work performed on existing markings must comply with section 15.

84-9.02 MATERIALS

Not Used

84-9.03 CONSTRUCTION

84-9.03A General

Reserved

84-9.03B Remove Traffic Stripes and Pavement Markings

Remove traffic stripes before making any change to the traffic pattern.

Completely remove traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Submit your proposed method for removing traffic stripes and pavement markings at least 7 days before starting the removal work. Allow 2 business days for the review.

Remove pavement marking such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

84-9.03C Remove Traffic Stripes and Pavement Markings Containing Lead

Reserved

84-9.03D Remove Contrast Treatment

If contrast treatment is shown to be removed, remove it by a method that does not damage the pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

84-9.03E–84-9.03J Reserved

84-9.04 PAYMENT

The payment quantity for remove traffic stripe is the measured length multiplied by:

1. 1.34 for a single 8-inch-wide traffic stripe
2. 2 for a double traffic stripe
3. 3 for a triple traffic stripe

The payment quantity for remove traffic stripe does not include the gaps in broken traffic stripes. Payment for removal of paint evident in a gap is included in the payment for remove traffic stripe of the type involved.

If no bid item is shown on the Bid Item List for remove pavement marking, remove pavement marking is paid for as remove traffic stripe of the types shown in the Bid Item List and the payment quantity for 1 square foot of pavement marking is 3 linear feet.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on May 3, 2022 and continue through May 2, 2025 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Contractor shall perform the work for all City approved Task Proposal(s) in accordance with the following hourly rate schedule.

Markings					
Description	Quantity	Color	Unit	Material	Unit Price
Stop	1,820	White	Ea	Thermoplastic	\$200.00
Ped Crossing	50	White	Ea	Thermoplastic	\$350.00
Stop Ahead	20	White	Ea	Thermoplastic	\$500.00
Right Lane Must Turn Right	5	White	Ea	Thermoplastic	\$1,100.00
Slow School Crossing	5	Yellow	Ea	Thermoplastic	\$700.00
Railroad Crossing	10	White	Ea	Thermoplastic	\$500.00
No Left Turn	5	White	Ea	Thermoplastic	\$500.00
Arrow (Straight)	20	White	Ea	Thermoplastic	\$65.50
Arrow (Multi-directional)	35	White	Ea	Thermoplastic	\$70.00
Arrow (Left-Right)	320	White	Ea	Thermoplastic	\$125.00
Arrow (Bike)	95	White	Ea	Thermoplastic	\$25.00
Bike Lane Symbols	95	White	Ea	Thermoplastic	\$100.00
Parking T's	245	White	Ea	Thermoplastic	\$20.00
ISA	80	Blue/White	Ea	Paint	\$285.00
Only	25	White	Ea	Thermoplastic	\$200.00
25 MPH	25	White	Ea	Thermoplastic	\$250.00
30 MPH	25	White	Ea	Thermoplastic	\$250.00
35 MPH	25	White	Ea	Thermoplastic	\$250.00
Wait Here	15	White	Ea	Thermoplastic	\$450.00
OK	5	White	Ea	Thermoplastic	\$100.00
Slow	1	Yellow	Ea	Thermoplastic	\$200.00
Keep Clear	15	White	Ea	Thermoplastic	\$450.00
Sandblast / Removal	25,000	-	L.F.	-	\$3.15

Striping					
Description	Quantity	Color	Unit	Material	Unit Price
Caltrans Det 1 (4" Single Broken)	269,550	Yellow	L.F.	Paint	\$0.15
Caltrans Det 8 (4" Single Broken)	223,400	White	L.F.	Paint	\$0.15
Caltrans Det 21 (4" Double Solid)	131,650	Yellow	L.F.	Paint	\$0.27
Caltrans Det 24 (4" Single Solid)	16,900	Yellow	L.F.	Paint	\$0.20
Caltrans Det 38B (8" Single Solid)	95,100	White	L.F.	Paint	\$0.34
4" Solid (Parking Stall)	8,750	White	L.F.	Paint	\$0.25
4" Solid	3,550	Blue	L.F.	Paint	\$0.57
12" Solid	300	Blue	L.F.	Paint	\$3.25
12" Solid Limit Line (Caltrans SP A24E)	27,240	White	L.F.	Paint	\$2.00
Two-Way Left Turn	59,700	Yellow	L.F.	Paint	\$0.27

Crosswalk					
Description	Quantity	Color	Unit	Material	Unit Price
12" Continental Crosswalk	27,100	Yellow	L.F.	Thermoplastic	\$2.00
12" Continental Crosswalk	52,300	White	L.F.	Thermoplastic	\$2.00

- II. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Contractor, exceed \$54,000 during the term of this Agreement.
- III. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
- A. All personnel who performed work on the Task Proposal.
 - B. Description of the work performed.
 - C. Quantity
 - D. Unit Price
 - E. Total Amount (Unit x Quantity)

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and include the prior written authorization of the City and copies of receipts to substantiate expense requests. Contractor may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

- IV. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty days of City's receipt of Contractor's monthly invoice; provided that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- V. **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: Superior Pavement Markings, Inc.
5312 Cypress St
Cypress, CA 90630
Attention: Darren Veltz

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 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 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.

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.



Administrative Report

H.9., File # 22-3995

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

AUTHORIZE THE PURCHASE OF A BACKUP SEWER PUMP FOR THE RINDGE LIFT STATION FROM XYLEM WATER SOLUTIONS FOR A COST TO THE WASTEWATER FUND OF \$53,701

EXECUTIVE SUMMARY

Approval of the recommended action would authorize the purchase of a backup sewer pump for the Rindge Lift Station. The upgraded sewer lift station was designed and constructed with two pumps to have built in redundancy and provide increased capacity when needed. The proposed pump purchase will allow for the temporary replacement of one of the existing pumps anytime it is sent out for required maintenance. Xylem Water Services can provide the desired backup pump for a cost to the Wastewater Fund of \$53,701.

BACKGROUND

The City's sewer system contains 15 lift stations. Lift stations contain pumps that move sewage through the system in areas where the topography does not allow for sufficient movement through gravity. The system's largest lift station is located on Rindge Lane at Ripley Avenue. The facility was designed and constructed with two in-service pumps to have built in redundancy and allow for added capacity with both pumps operating simultaneously when needed. Staff feels it would be prudent to purchase a compatible backup pump, as it would reduce the likelihood of overflows and flooding when one of the existing pumps is sent out for mandatory maintenance.

A suitable backup pump is available from Xylem Water Solutions for a cost to the Wastewater Fund of \$53,701. The purchase would be sole source as Xylem Water Systems is the only supplier of Flygt products in California. Only Flygt pumps are compatible with the infrastructure at the Ringe Lift Station. As the amount of the purchase would exceed \$50,000, the expenditure requires City Council approval.

COORDINATION

The Public Works Department coordinated this item.

FISCAL IMPACT

The cost for a backup sewer pump for the Ringe Lift Station is \$53,701. Funding for the purchase is available in the City's Wastewater Fund.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Price quote



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 23, 2022

City of Redondo Beach
415 Diamond Street Door C
Redondo Beach, CA 90277
Attn: Mr. Frank Contreras
Public Works Director

11161 Harrel Street
Mira Loma, CA 91752
Tel (951) 332-3668
Fax (951) 332-3679

Quote # 2022-LAB-0173

Project Name: Spare Pump for Redondo Beach Rindge LN PS

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

FLYGT PUMPS

Qty	Part Number	Description	Unit Price	Extended Price
1	3202.830-0048	Flygt Model NP-3202.830 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 67 HP 1750 RPM motor, 458 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 51,670.00	\$ 51,670.00

SUB- Total Price **\$ 51,670.00**

Freight Charge **\$ 2,031.00**

Total Price **\$ 53,701.00**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



**Shortages:**

Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Time of delivery: Approximately 16-18 working weeks after receipt of PO.

Validity: This Quote is valid for sixty (60) days.

Terms of payment: Net 30 Standard

Terms of Delivery: Prepaid

Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

***Xylem Water Solutions USA, Inc.
Flygt Products***

Ricardo Guanio
Direct Sales Representative
Fax: 951-332-3657
Cell: 562-382-3930
ricardo.guanio@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-LAB-0173
Customer Name: City of Redondo Beach
Job Name: Spare Pump for Redondo Beach - Rindge Ln. pump station
Total Amount: \$ 51,670.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Administrative Report

H.10., File # 22-4074

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

ACCEPT AS COMPLETE THE 190TH STREET KING HARBOR ENTRY SIGN AND PEDESTRIAN SIGNAL IMPROVEMENTS PROJECT, JOBS NO. 10160 & 41200, 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 \$7,817.83 TO ELECNOR BELCO ELECTRIC, INC., UPON EXPIRATION OF THE 35-DAY LIEN PERIOD AFTER SAID RECORDATION AND NO CLAIMS BEING FILED AGAINST THE PROJECT

EXECUTIVE SUMMARY

On December 15, 2020, the City Council awarded Elecnor Belco Electric, Inc. a public works contract for \$126,820 for construction of the 190th Street King Harbor Entry Sign and Pedestrian Signal Improvements Project, Jobs No. 10160 & 41200. During construction, staff issued three (3) change orders totaling \$29,536.66, bringing the final contract amount to \$156,356.66. The change orders addressed unforeseen conditions requiring relocation of a signal pole, installation of additional conduits, and traffic signal modifications at Harbor Drive and Yacht Club Way and were within the authorization limit of the City Engineer per the City's Administrative Policies and Procedures.

The project is now complete and ready for City Council acceptance and authorization to release the final retention amount of \$7,817.83 to the contractor upon expiration of the 35-day lien period and there being no claims filed.

BACKGROUND

The 190th Street King Harbor Entry Sign and Pedestrian Signal Improvements Project, Jobs No. 10160 & 41200 ("Project"), is included in the adopted CIP. This project replaced the existing overhead sign and structures on 190th Street, just west of Anza Blvd. with a new sign installed above new traffic signal equipment, upgraded pedestrian crossing equipment, removed and replaced curb ramps, and modified signing and striping.

On October 20, 2020, the City Council approved the plans and specifications for the Project and authorized the City Clerk to advertise the Project for competitive bids. On November 19, 2020, three bids were received and publicly opened in the City Clerk's Office. After reviewing the bids, Elecnor Belco Electric, Inc. ("Belco") was found to be the lowest responsible bidder. On December 15, 2020, the City awarded the Project contract to Belco in the amount of \$126,820. Construction began on August 23, 2021 following the receipt of traffic signal equipment and poles, which have a long lead time. On April 12, 2022 the project was reviewed by staff and determined to be substantially

complete.

During construction, staff initially issued two change orders totaling \$11,022.65, which addressed unforeseen conditions requiring relocation of a signal pole and the installation of additional conduits at the pedestrian crossing on 190th Street. A third “off-site” change order in the amount of \$18,514.01 was issued to take advantage of Belco’s expertise with traffic signals to address a long-needed improvement to the signal at Harbor Drive and Yacht Club Way to improve pedestrian, vehicle and bicycle safety. The total of three change orders added costs of \$29,536.66, bringing the final contract amount to \$156,356.66, a 23% increase over the original contract amount of \$126,820.

COORDINATION

The project was coordinated between the Public Works Engineering and Maintenance Divisions.

FISCAL IMPACT

Funding

Measure M Local Return	\$ 120,424
Capital Funds	<u>\$ 65,000</u>
Total	\$ 185,424

Expenditures

Design	\$ 17,170
Construction Estimate	\$ 156,357
Project Mgmt/Inspection	<u>\$ 11,897</u>
Total	\$ 185,424

APPROVED BY:

Mike Witzansky, City Manager



Administrative Report

H.11., File # 22-4075

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE FIRST AMENDMENT TO THE ON-CALL CONSULTING SERVICES AGREEMENT WITH LUCCI & ASSOCIATES, INC., TO INCREASE THE NOT TO EXCEED AMOUNT BY \$100,000 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$200,000 AND TO EXTEND THE TERM TO MAY 2, 2024

EXECUTIVE SUMMARY

On May 5, 2020, Lucci & Associates, Inc. was awarded a two-year on-call consulting services contract, with a not to exceed value of \$100,000, to provide as needed electrical engineering services in support of the delivery of Capital Improvement and maintenance projects implemented by the Public Works Department. Lucci & Associates, Inc. has performed well and staff is recommending that the on-call contract be extended for an additional two years and that the not to exceed value be raised by \$100,000 to allow continued access to this important maintenance resource.

BACKGROUND

Pursuant to a City Council initiative to accelerate maintenance efforts and CIP project delivery, the City has periodically engaged firms providing engineering, architecture and maintenance services with "on-call" contracts to allow for quick assignment of smaller work tasks by setting up the contract conditions in advance. On-call service contracts are, by definition, not fully defined as to the scope, amount and encumbrance of a funding source. To overcome these uncertainties, these contracts include a mechanism for staff to receive quotes and award work on a task by task basis, with a "not to exceed" limit for the amount of work awarded to a consulting firm over the life of the contract. This allows staff to quickly assign smaller work tasks without having to develop and present an individual contract to City Council for award. Rather, as tasks are assigned to an on-call vendor, the funding is assigned (using the purchase order) from the already appropriated funding source for the particular project to which the work applies.

Lucci & Associates, Inc. was awarded such a contract on May 5, 2020 with a two-year term and a not to exceed value of \$100,000. Staff has issued three task awards to Lucci over the last two years to assist with three projects, including the Electric Vehicle Charging Station Project, the Pier Light Fixture Replacement Project, and other urgent maintenance needs.

The availability of the on-call agreement has saved countless hours of staff time that would have been otherwise needed to prepare standalone contracts, and has resulted in shaving weeks and months off project and maintenance work timelines. This amendment will allow the Public Works

Department to continue to provide responsive delivery of maintenance and CIP projects in the most efficient way possible. Therefore, staff recommends the City Council approve this First Amendment to the Lucci & Associates, Inc. agreement so that these efficiencies can continue.

COORDINATION

The on-call contract and amendment development has been coordinated between the City Attorney's Office and the Public Works Department. The City Attorney's Office prepared and approved as to form the contract amendments.

FISCAL IMPACT

No additional funding impacts occur by approving the contract amendment. Funding is committed as tasks are assigned by staff and only from funds that have already been appropriated by City Council to the various CIP projects and maintenance programs.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. First Amendment to Lucci & Associate
2. Certificate of Insurance

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH
AND LUCCI & ASSOCIATES, 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 Lucci & Associates, a California corporation ("Contractor" or "Consultant").

WHEREAS, on May 5, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

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 2, 2024. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A" 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 limit for the total compensation paid to Consultant by \$100,000 for a total compensation limit of \$200,000. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant 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 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 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LUCCI & ASSOCIATES, INC.,
a California corporation

William C. Brand, Mayor

By: 

Name: Kenneth Lucci

Title: President

4-16-22

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"
SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to May 2, 2024 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C-1"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the attached hourly rate schedule, which is hereby incorporated.
- II. **EXPENSES.** Consultant shall be reimbursed for expenses in accordance with the attached schedule. If Consultant requires reimbursement for expenses not provided on the attached schedule, including but not limited to, mileage, reproduction costs, and subcontractor markup, Consultant shall not be reimbursed without a subsequent written amendment, which shall be at the sole discretion of the City.
- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to the Consultant, including reimbursable expenses, exceed \$200,000 during the term of this Agreement.
- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
 - A. Task number.
 - B. All personnel who performed work on the Task.
 - C. Description of the work performed.
 - D. Number of hours worked.
 - E. Hourly rate.
 - F. All City approved and documented subcontractor invoices.
 - G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task Proposal, and with the written approval of the City, a portion of the amount from the line item of the task may be allocated to another line item task so long as the total amount approved for the Task Proposal as described in Exhibit "A" is not exceeded.



- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- VI. **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: Lucci & Associates, Inc.
3251 Corte Malpaso #511
Camarillo, CA 93012-8094
Attn: Ken Lucci

City City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: City Engineer

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.



BASIC FEE SCHEDULE

Consulting Electrical Engineers – Services

Effective 6/30/21

<u>Classification</u>	<u>Hourly Rate</u>
Principal.....	\$215.00
Project Manager.....	\$200.00
Project Engineer.....	\$185.00
Design Engineer.....	\$155.00
Drafter	\$125.00
Word/Data Processing	\$90.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 LUCS&AS-01		CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD INSURANCE COMPANY INSURER B: Travelers Property Casualty Company of America INSURER C: The Travelers Indemnity Company of Connecticut INSURER D: Travelers Casualty and Surety Co of America INSURER E: INSURER F:		NAIC # 38288 25674 25682 31194
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COVERAGES **CERTIFICATE NUMBER:** 959513306 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	6806H320610	1/11/2022	1/11/2023	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 - COM/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BA3R587874	1/11/2022	1/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y	CUP9K023174	1/11/2022	1/11/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	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	57WEGAB8WKG	1/31/2022	1/31/2023	<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
D	Professional Liability		107569705	1/31/2022	1/31/2023	Per Claim \$1,000,000 Aggregate Limit \$2,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.

Re: All Operations of the Named Insured - The City of Redondo Beach, it's officers, elected and appointed officials, employees and volunteers are named as additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). SEE CANCELLATION SECTION of Certificate for 30 Days Notice of Cancellation.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Redondo Beach
Attn: Jesse Reyes
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

Mo Hunter

POLICY NUMBER:680-6H320610

COMMERCIAL GENERAL LIABILITY

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 Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured 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" 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".

CG 20 37 07 04

CG T8 01 01 22

DATE OF ISSUE: 11/24/2021

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Page 1 of 1

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

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. Section II – Who Is An Insured** 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", "personal injury" or "advertising injury" caused, 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.

- B. 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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

CG D3 61 03 05

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DATE OF ISSUE: 11/24/2021

Page 1 of 1

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. 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 Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the signing of that contract or agreement.

Policy: BA3R587874

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGAB8WKG

Endorsement Number:

Effective Date: 01/31/2022

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Lucci & Associates, Inc.
3251 Corte Malpaso, #511
Camarillo, CA 93012

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



Administrative Report

H.12., File # 22-4076

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY 4/5 VOTE AND TITLE ONLY RESOLUTION NO. CC-2205-024, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE \$512,267 IN HARBOR TIDELANDS FUNDS FROM THE UNALLOCATED FUND BALANCE TO THE PIER RAILING IMPROVEMENT PROJECT, JOB NO. 70360; AND

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-025, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDED A CONTRACT TO UNIX CONSTRUCTION INC, A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$1,571,546 FOR THE CONSTRUCTION OF THE PIER RAILING IMPROVEMENT PROJECT, JOB NO. 70360

EXECUTIVE SUMMARY

Due to the proximity to the ocean, the railings around the Redondo Beach Pier are corroding and are in need of either recoating or replacement. The Pier Railing Improvement Project, Job No. 70360, ("Project") was approved as part of the FY 2021-22 Capital Improvement Program ("CIP") Budget to address this need.

On February 1, 2022, the City Council approved the Project Plans and Specifications and authorized competitive bidding. On March 24, 2022, the City Clerk's office received and publicly opened 2 bids for the Project. Unix Construction, Inc., with a base bid of \$1,318,963.10 and a \$1,571,546 base bid plus the additive item, was found to be the lowest responsive bidder.

The current available project budget is \$1,373,588 and is funded by Harbor Funds. A budget resolution appropriating an additional \$512,267 for a project total of \$1,885,855 is needed to award the contract including the additive bid item, provide a \$157,155 contract contingency (10%), and \$157,154 for construction management and inspection support and incidental costs.

Staff is recommending a transfer of \$512,267 from the Harbor Tidelands Fund to cover the remaining funding gap and to award a contract to construct the Project. If approved, Project construction is expected to begin in July 2022 and be completed within one hundred fifty-six (156) working days (about 7 months).

BACKGROUND

The Pier Railing Improvement Project, Job No. 70610, is included as part of the current Capital

Improvement Program funded by Harbor Tidelands and Upland Funding. The Project when completed will improve the railings along the perimeter of the pier either by recoating or replacing the existing railing sections. Railings with minor corrosion damage will be removed, sandblasted and recoated. Railings that are beyond repair due to significant corrosion will be removed and replaced. Proposed railing replacement improvements include removing existing rails, fabricating replica rails, and applying protective colored coating, before replacing. Proposed railing recoating consists of removing existing rail, sandblasting, recoating, replacing unusable anchors if any, and placement in the previous location.

Prior to preparing Plans and Specifications for the project, Public Works staff at the Harbor recoated approximately thirty-five percent of the existing railings. However, limited staff resources and competing priorities did not allow staff to solely focus on the project, which delayed completion. As a result, the decision was made to accelerate project implementation by bidding out the project as a complete scope of work. There are 124 remaining railings, of which 61 need a full replacement and 63 need recoating.

On February 1, 2022, the City Council approved the Project Plans and Specifications and authorized competitive bidding. On March 24, 2022, the City Clerk's office received and publicly opened two bids for the Project. As mentioned above, Unix Construction, Inc., with a base bid of \$1,318,963.10 and a \$1,571,546 base bid plus additive bid item, was the lowest bidder. Staff reviewed the bid, all licenses, and contacted their references to determine that Unix Construction, Inc, was also a responsible bidder. Staff did note that the second bid was significantly higher and re-reviewed the bid and determined that while both bids were higher than the Engineer's estimate, the lowest bid was more consistent with the current bid environment.

In addition, when budgeted, the Project was envisioned mainly to continue the work that the Department's maintenance crews had initiated. However, it was determined that the new railing needed for the Skatepark on Pad 10 at the Pier would also be added to the Project so the new railings would have a consistent look and be installed cost effectively. It was also determined that this would be the ideal time to replace the wood bollards adjacent to the railings. The replacement wood bollards were added as a possible additive item to the Bid. Given the favorable pricing, staff recommends replacing the wood bollards as part of the Project.

COORDINATION

The project scope and design have been coordinated within the Public Works Department. The City Attorney's Office approved the resolutions as to form.

FISCAL IMPACT

<u>Funding</u>		<u>Expenditures</u>	
Harbor Tidelands Funds	\$1,563,226	Harbor Railing Upgrades	\$1,571,546
Harbor Upland Funds	<u>\$ 322,629</u>	Contingency Funds (10%)	\$ 157,155
		Inspection	\$ 78,577
		Construction Management	<u>\$ 78,577</u>
Total	\$1,885,855	Total	\$1,885,855

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. Budget Modification Resolution
2. Resolution of Award
3. Bid Results

RESOLUTION NO. CC-2205-024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL
YEAR 2021-2022 BUDGET MODIFICATION TO APPROPRIATE
\$512,267 IN HARBOR TIDELANDS FUNDS FROM THE
UNALLOCATED FUND BALANCE TO THE HARBOR RAILING
IMPROVEMENT PROJECT, JOB NO. 70360**

WHEREAS, it is the intention of the City Council of the City 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 from the City funds to fund necessary expenditures; and

WHEREAS, on February 1, 2022, the City Council approved the Plans and Specifications for the Harbor Railing Improvement Project, Job No. 70360 ("Project"), and authorized the City Clerk to advertise for competitive bids; and

WHEREAS, on March 24, 2022, bids for the Project was received and publicly opened at the City Clerk's Office; and

WHEREAS, the lowest and most responsible bidder was Unix Construction Inc. in the amount of \$1,571,545.10; and

WHEREAS, pursuant to Administrative Policy/Procedures 14.1, the City may appropriate additional funds to cover a contingency of up to the greater of 10% of the Project contract amount or \$125,000; and

WHEREAS, the amount of \$157,155 needs to be appropriated to the Project to fund any potential contingency; and

WHEREAS, the Project cost is \$1,572,154, the contingency cost is \$157,155, the cost of inspection and construction management is also \$157,155 which totals \$1,885,854; and

WHEREAS, the amount of \$1,373,588 has been allocated to this Project which leaves a deficit of \$512,267 to complete the Project; and

WHEREAS, unallocated funds may be transferred to a CIP project to fund any deficit; and

WHEREAS, the City desires to transfer \$512,267 from the Harbor Tidelands Fund Unallocated Fund Balance to the Capital Improvement Project Job No. 70360, Harbor Railing Replacement; and

WHEREAS, the City desires to use these available funds to cover the remaining costs and potential contingencies for the Project.

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

SECTION 1. The amounts allocated in the budget for Fiscal Year 2021-2022 and the amounts required to meet conditions which have arisen during the budget year and require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2021-2022 is modified as follows:

\$512,267 of available Harbor Tidelands Funds Unallocated Fund Balance shall be appropriated to the Harbor Railing Improvement Project, Job No. 70360.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2021-2022 in accordance with the above modifications.

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 3rd day of May, 2022.

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-2205-024 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 3rd day of May, 2022, and thereafter 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

RESOLUTION NO. CC-2205-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AWARDED A CONTRACT TO UNIX CONSTRUCTION INC, A CALIFORNIA CORPORATION, IN THE AMOUNT OF \$1,571,545.10 FOR THE HARBOR RAILING IMPROVEMENT PROJECT, JOB NO. 70360

WHEREAS, Harbor Railing Improvement Project is within the City of Redondo Beach Harbor is in need of repair and improvement; and

WHEREAS, on February 1, 2022, the City Council of the City of Redondo Beach approved the Plans and Specifications for the Harbor Railing Improvement Project, Job No. 70360, and authorized the City Clerk to advertise for competitive bids; and

WHEREAS, on March 24, 2022, bids for this Project were received and publicly opened at the City Clerk's Office; and

WHEREAS, Unix Construction Inc. ("Unix"), a California Corporation, is the lowest responsible bidder for this Project, as more particularly described in the Plans and Specifications thereof, and incorporated herein by reference, and is awarded the contract for this Project in the amount of \$1,571,545.10; and

WHEREAS, Unix shall provide all applicable insurances and bonds to the City for approval prior to the execution of the contract; and

WHEREAS, sufficient Capital Project Funds have been appropriated for this Project in the FY 2021-2026 CIP Budget.

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

SECTION 1. The City Council of the City of Redondo Beach, California, awards the contract for the Harbor Railing Improvement Project, Job No. 70360 to Unix, in the amount of \$1,571,545.10 on the condition that all applicable insurances and bonds shall be provided to the City for approval prior to the Mayor executing the contract on behalf of the City.

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

PASSED, APPROVED AND ADOPTED this 3rd day of May, 2022.

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-2205-025 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 3rd day of May, 2022, and thereafter 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

CITY OF REDONDO BEACH
PRELIMINARY BID RESULTS

NAME OF PROJECT: PIER RAILING IMPROVEMENT PROJECT, JOB NO. 70360

DATE: 03/31/2022

TIME: 09:00 A.M.

Disclaimer:

These results are posted for Information only. Bid results are subject to analysis for completeness and accuracy.

The summary below does not represent a notice of award but only of the bids presented to the city.

Project Manager: WENDY NAVARRETTE, ENGINEER

No	Name of Company	Bid Bond	Addendum (1)	Addendum (2)	Total Base Bid (\$)
1.	The House of Stainless Steel, Inc	√	√	√	\$2,493,808.00
2.	Unix Construction, Inc	√	√	√	\$1,318,963.10
3.					

Results or Questions: Wendy Navarrete, 310-318-0661 Ext:4525

Wendy.Navarrete@redondo.org



Administrative Report

H.13., File # 22-4077

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE CITY ENGINEER'S REPORT FOR THE 2022-2023 FISCAL YEAR STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2205-026, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DECLARING ITS INTENTION TO ORDER AN ASSESSMENT FOR THE MAINTENANCE AND IMPROVEMENTS OF CERTAIN STREET LIGHTING FIXTURES, APPURTENANCES AND LANDSCAPED AREAS FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND SETTING A TIME AND PLACE FOR THE PUBLIC PROTEST HEARING

SET JUNE 7, 2022, AS THE DATE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE PROPOSED 2022-2023 FISCAL YEAR STREET LANDSCAPING AND LIGHTING DISTRICT ASSESSMENT

EXECUTIVE SUMMARY

The 1972 Landscaping and Lighting Act requires cities to prepare an engineer's report and conduct a public hearing before levying annual landscaping and lighting district assessment fees. On April 5, 2022 the City Council directed the City Engineer to prepare the report of the anticipated expenses and assessment proposal for the City's Street Landscaping and Lighting Assessment District (District) for Fiscal Year 2022-23. The Engineer's Report (see attached) includes a summary of the District's boundaries, its proposed revenues and expenditures and the services funded by the assessment. According to the report a general fund subsidy of \$1,067,194 is estimated to be required in FY 2022-23 to cover all District costs.

BACKGROUND

On April 5, 2022, the City Council adopted Resolution No. CC-2204-014 and ordered a report from the City Engineer for FY 2022-23 activities of the Street Landscaping and Lighting Assessment District. The report includes an assessment diagram, system plans and specifications, and cost estimates for furnishing electrical energy, maintenance, and improvements for all public lighting facilities and landscaped public areas included in the District. The report is attached and a copy of the District map is available for review at the Engineering Services counter at City Hall and on the City's website at:

https://www.redondo.org/depts/public_works/engineering/lighting_n_landscaping_assessment_infor

[mation.asp>](#).

The District was formed in 1983 under the requirements of the 1972 Landscaping and Lighting Act. The District operates and maintains the following public improvements: 5,127 Street Lights (3,228 of which are owned and operated by Southern California Edison and 1,899 of which are owned and operated by the City); 102 Signals (55 Traffic, 23 Flashing Yellow Beacon and 24 Flashing Red Beacon); and 21.85 Acres of Landscaping. Whether or not there is a proposed change to the annual fee, the Act requires that a public hearing be held before implementing each year's District assessment. Staff recommends that the City Council approve the Resolution declaring the intention to order the FY 2022-23 assessment and set a public hearing for June 7, 2022 for consideration of final approval.

A typical home in Redondo Beach with a frontage of 40 feet pays approximately \$59.20 a year for street landscaping and lighting under the District's assessment methodology. This has not changed since 1991. The District in the FY 2022-23 is projected to run a \$1,067,194 deficit that must be offset, typically by a subsidy from the General Fund. Estimated costs for FY 2022-23 are based on projected expenses for FY 2021-22. The FY 2022-23 anticipated deficit is \$48,338 more than the FY 2021-22 anticipated deficit. This is due to increases in personnel, utilities, and Internal Service Fund charges.

To address the deficit, the City Council may consider initiating the process to increase the assessment. In 2006, the City sought voter approval under Proposition 218 to adjust the assessment to pay for all District related costs, but was unsuccessful. During the FY 2017-18 budget adoption discussions, the City Council deliberated on this, but ultimately decided to leave the assessment unchanged.

If the City Council chooses to proceed with a supplemental assessment, the following steps are anticipated. After solicitation, a professional services contract would be awarded by the City Council to an engineering consultant to prepare a detailed engineering report that outlines the total cost of the needed improvements and services, the list of parcels to be assessed, the proportionate special benefits to each parcel and the amount of the assessment for each parcel.

The City Council would be presented with that report and choose if and when to set a public hearing date to levy the assessment. Notice of the public hearing and ballots would then be mailed, no less than 45 days prior to the public hearing, to record property owners for each parcel to be assessed. Ballots must be returned prior to the close of the public hearing and are tabulated only after the public hearing is closed. If the yes votes weighted by the assessment amount are greater than the no votes received (similarly weighted), the City Council may levy the assessment as outlined in the engineer's report for the following fiscal year.

Regardless of the possibility of a supplemental assessment, adoption of the staff recommendations is required to continue the current assessment for FY 2022-23.

COORDINATION

The attached resolution has been reviewed and approved as to form by the City Attorney's Office. Revenue and expense figures for the Engineer's report have been prepared by Public Works staff and verified by the Financial Services Department.

FISCAL IMPACT

Expected funding and expenditures for the FY 2022-2023 are as follows:

<u>FY 22-23 Funding</u>		<u>FY 22-23 Expenditures</u>	
Assessment Fee	\$1,513,000	Personnel	\$ 879,986
Public Services Lighting Fee	\$ 600	M & O	\$1,342,016
Other Revenues	\$ 17,000	POB Debt	\$ 97,450
General Fund Subsidy	<u>\$1,067,194</u>	Overhd/Internal Svc Chg	<u>\$278,342</u>
Total Funding	\$ 2,597,794	Total Expenditures	\$ 2,597,794

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. CITY ENGINEER'S REPORT FOR THE FISCAL YEAR 2022-23 STREET LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
2. RESO LANDSCAPE & LIGHTING ACT



Public Works Department
Engineering Services Division

415 Diamond Street
Redondo Beach, California 90277
www.redondo.org

tel: 310 318-0661
fax: 310 374-4828

May 3, 2022

Honorable Mayor and Members of the City Council
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

SUBJECT: Street Landscaping and Lighting Assessment District Engineer's Report

In compliance with instructions set forth in Resolution No. CC-2204-016 adopted by the City Council on April 5, 2022, I have prepared this Engineer's report pursuant to the provisions of the "Landscaping and Lighting Act of 1972" being Division 15, Part 2, of the Streets and Highways Code of the State of California. This report is required to be presented to the City Council prior to any authorization to assess the District in the upcoming fiscal year.

The purpose of the report is to support a Council decision to levy assessments for financing the District's expenses. The estimated expenses include the cost of electrical energy, maintenance and improvements of public lighting facilities and maintenance and improvements of landscaped areas within the streets in the City of Redondo Beach for Fiscal Year 2022-23. There are no expenses related to CIP projects in this fiscal year and there have not been since 2007. The City had replaced twenty (20) of existing marbelite street light poles and fixtures in the past year. Majority of the existing light poles are aging and several of them are needed to be replaced in the near future.

In addition to this letter and attached FY 2022-23 Financial Report, the Engineer's Report includes a District map, which is a large format document that is too large to be easily reproduced for this meeting. It is, however, available on the City's website at:

https://www.redondo.org/depts/public_works/engineering/lighting_n_landscaping_assessment_information.asp.

The District map consists of all Los Angeles County Assessor's maps within the boundaries of the City of Redondo Beach. Section 22570 and 22571 of said Act requires the use of such maps. The District map identifies the District's boundaries and the public lighting facilities and landscaped areas within the District, as shown on seven large City maps. The City's parcels (approximately 21,000) are categorized into Zones of Benefit per Section 22568 of said Act. Zone 1 includes parcels situated along residential streets.

Zone 2 includes those situated along boulevards and within commercial areas. Each parcel's assessment is based on the unit cost to provide services within a zone multiplied by the linear footage of a property's frontage to the public right of way. It is estimated that 80% of all parcels are within Zone 1 and 20% in Zone 2. These seven large City maps are referred to as "Plan No. 3000". Specifications for landscaping and public lighting facilities are also incorporated onto these drawings.

Expenditures for operations and maintenance of the District have continued to increase since the District's inception. Revenue raised by the annual assessment covers only a portion of the ongoing expenses. The gap between revenue and expenses is typically funded by a subsidy from the City's General Fund. A deficit of \$894,299 was experienced in FY 2020-21 and a deficit of \$1,018,856 is anticipated for FY 2021-22, based on the midyear budget report. The projected deficit for FY 2022-23 is anticipated to be \$1,067,194, assuming an assessment is collected. The slight increase in the gap anticipated for FY 2022-23 results from a projected increase in Internal Service Fund changes, utilities and energy costs offset by a slight reduction in the projected personnel fund changes.

Future increases in the assessment (i.e. revenue increases) can only be instituted if approved under the requirements of Proposition 218. The last rate increase was in FY 1990-91.

Respectfully submitted by:



Andrew S. Winje, P.E.
City Engineer

Street Landscaping and Lighting Assessment District

FY 2022-23 Financial Report

FY 2022-23 Budget

Personnel	879,986
Energy Costs	671,817
Other Utilities	155,850
Supplies & Operations	301,189
Contract & Professional Services	
Tree Trimming	160,660
Signal Maintenance	21,000
Other	30,000
Other Equipment	1,500
Internal Service Charges	278,342
Capital Improvement Expenditure	-0-
POB Debt	97,450
 Total FY 21-22 Budget	 2,597,794

Financial Resources

FY 22-23 Assessment	1,513,000
Public Services Lighting Fee	600
Other Revenues (Misc./Interest)	17,000
FY 22-23 Estimated Fund Deficit –General Fund Subsidy	1,067,194
 Total Estimated Financial Resources	 2,597,794

Typical Assessment

	<u>Rate per Foot*</u>	<u>40 Ft. Parcels</u>
Zone 1	\$1.48	\$59.20
Zone 2	\$3.02	\$120.80

** This rate is the maximum that can currently be assessed.*

RESOLUTION NO. CC-2205-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DECLARING ITS INTENTION TO ORDER THE MAINTENANCE AND IMPROVEMENTS OF CERTAIN STREET LIGHTING FIXTURES, APPURTENANCES, AND LANDSCAPED AREAS FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023, AND SETTING A TIME AND PLACE FOR THE PUBLIC PROTEST HEARING.

WHEREAS, the City Council of the City of Redondo Beach ("City Council") formed the Landscaping and Street Lighting District ("District") by a prior resolution pursuant to the Landscaping and Lighting Act of 1972, Division 15, Part 2 (commencing with Sections 22500 et seq.) of the California Streets and Highways Code (the "Act"); and

WHEREAS, the City Council intends to levy and collect assessments within the District during fiscal year 2022-2023; and

WHEREAS, pursuant to the Act, the City Council ordered the City of Redondo Beach ("City") Engineer to prepare the report for fiscal year 2022-2023; and

WHEREAS, the City Council declares its intention to order maintenance and improvements of street lighting fixtures, appurtenances, and landscaped areas in the City; and

WHEREAS, the maintenance and improvements of the street lighting fixtures, appurtenances, and landscaped areas in the City are described in DIAGRAM AND PLAN NO. 3000 AND SPECIFICATION NO. 3000, on file in the Office of the City Engineer; and

WHEREAS, the City Council shall set the 7th day of June, 2022, at the hour of 6:00 p.m., or soon thereafter, of said day as the time, and the Council Chamber in City Hall, 415 Diamond Street, Redondo Beach, California; or, in the alternative, a virtual meeting held pursuant to Assembly Bill 361, to be held due to the COVID-19 crisis, as the place for the public protest hearing as to the question of the renewal of the District and the levy and collection of the proposed assessment within the District for fiscal year 2022-2023; and

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

SECTION 1. That all of the work and improvements specified above shall be done in accordance with the specifications and plans therefore referred to in the report of the City Engineer dated May 3, 2022, on file in the Office of the City Clerk and which is hereby incorporated by reference and made a part hereof.

SECTION 2. That to expedite the making of said improvements, the City Council may at any time transfer sums deemed necessary from City discretionary funds into the Landscaping and Lighting District Fund. The sums so transferred shall be deemed a loan to the Landscaping and Lighting District Fund and shall be repaid out of the proceeds of the assessments provided in this resolution and authorized under the Act.

SECTION 3. That the improvements contemplated by this resolution shall be done under the provisions of the Act.

SECTION 4. That the 7th day of June, 2022, at the hour of 6:00 p.m., or soon thereafter, of said day is set as the time, and the Council Chamber in City Hall, 415 Diamond Street, Redondo Beach, California, or, in the alternative, a virtual meeting held pursuant to Assembly Bill 361, to be held due to the COVID-19 crisis, is set as the place for the public protest hearing. At the public protest hearing, the City Council shall conduct a public hearing on the question of the renewal of the District and the levy and collection of the assessments within the District for fiscal year 2022-2023.

SECTION 5. That the City Clerk is hereby authorized, designated, and directed to give notice of said public protest hearing in the time, form, and manner as required by law.

SECTION 6. That the *Easy Reader*, a newspaper of general circulation, published and circulated within the City is hereby designated as the newspaper in which such notice shall be published.

SECTION 7. 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 3rd day of May 2022.

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-2205-026 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 3rd day of May, 2022, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

H.14., File # 22-4079

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AMENDMENT TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. TO PREPARE GRANT APPLICATIONS FOR THE FUNDING OF PROJECTS INCLUDED IN THE UPDATED BEACH CITIES ENHANCED WATERSHED MANAGEMENT PLAN AND TO DESIGN LOW FLOW DIVERSIONS TO THE SANITARY SEWER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$400,000 FOR A FOUR-YEAR TERM THROUGH JULY 1, 2026

EXECUTIVE SUMMARY

On November 10, 2020, the City Council approved an agreement for consulting services with Geosyntec Consultants, Inc. to update the Beach Cities Watershed Management Group's Enhanced Watershed Management Plan (EWMP) and Reasonable Assurance Analysis (RAA) per the MOU with the cities of Hermosa Beach, Manhattan Beach, Torrance, and the Los Angeles County Flood Control District for the administration and cost sharing of updates to the EWMP and RAA. Redondo Beach acted as the lead agency for updating the EWMP and contracting with Geosyntec for the work on behalf of all partners and the plans were successfully submitted to the Board in June 2021. All Beach Cities partners contributed their proportional funds based on proportionate tributary land area within the watershed and the relative benefit to each city as outlined in the MOU for the Geosyntec Agreement.

Staff is now recommending this First Amendment to the agreement so that Geosyntec may perform specific services for the City of Redondo Beach. The work in the First Amendment will be funded completely by Redondo Beach. The work includes design of new urban runoff low flow diversions to the sanitary sewer system and modifications to existing units in the City of Redondo Beach. These are necessary projects required to meet the City's water quality requirements.

The work also includes grant writing and technical support for grant applications seeking outside funding for projects outlined in the updated EWMP. All projects for which grants are sought will help the City meet the targeted water quality reductions as outlined in the Updated EWMP. Following approval of the Amendment, Geosyntec will be directed to develop project grant applications, beginning with the Glen Anderson Multi-benefit Infiltration Project to be submitted to the Safe Clean Water Regional Funding Competitive Selection Grant Program by July 31, 2022. The program only accepts projects once per year and the competition for the limited funding is increasing each year.

BACKGROUND

The City Council approved the original EWMP on June 16, 2015 and the Beach Cities Group obtained Board approval of the EWMP on April 18, 2016. The NPDES Permit required that the Permittees submit an updated EWMP with an updated Reasonable Assurance Analysis by June 30, 2021. Redondo Beach acted as the lead agency for updating the EWMP and contracting with Geosyntec for the work on behalf of all partners and the plans were successfully submitted to the Board in June 2021. A review of the City's EWMP is also a strategic plan item that is anticipated to be presented to City Council in July 2022 for next steps in implementation.

The scope of work for the Geosyntec agreement includes conducting project feasibility studies to meet the recently passed Safe, Clean Water Program requirements for funding regional stormwater capture projects. A feasibility study will be submitted through the Safe Clean Water Program project portal by the July 31, 2022 deadline for FY 2022/2023 and will be prepared in accordance with the Safe Clean Water Program Feasibility Study Guidelines. Preliminary design and engineering analysis will be conducted for projects that may include a preliminary geotechnical investigation to evaluate the soil characteristics, geologic conditions, and groundwater conditions with regard to the feasibility of on-site stormwater infiltration. Geosyntec will provide necessary support for project applications following submission such as presentations to the SCW Scoring Committee, WASC, etc. In addition, Geosyntec will support the City with other applications or support for additional grant funding opportunities as available (e.g., Prop 1 Stormwater Grants). Geosyntec will begin with a project grant application for the Glen Anderson Multi-benefit Infiltration Project to be submitted to the Safe Clean Water Regional Funding Competitive Selection Program by July 31, 2022.

If approved, Geosyntec will also evaluate the feasibility of implementing infiltration drywells (or other infiltration BMPs) in selected areas within the City, as outlined in the Updated Beach Cities EWMP. This may include utilizing desktop Geographic Information System analysis to identify areas favorable for drywell implementation, preliminary siting of drywells to meet volume capture requirements identified in the Updated Beach Cities EWMP, modeling of the proposed drywells, and conceptual site layouts and preliminary designs. Project designs for various types of stormwater projects will be provided. Additionally, community outreach may be provided for SCW Feasibility Study projects.

Geosyntec will also conduct preliminary planning, engineering & design, and permitting for urban runoff low flow diversions to the sanitary sewer system. The scope of work will include conducting location site investigations, assessing nearby utilities and other potential siting conflicts, assessing land ownership, assessing various county and city infrastructure to identify land and partnership opportunities and challenges, performing underground service alerts, conducting civil surveying to create a base map, performing conceptual project engineering design (base plan set), researching required permits and agency partner agreements, creating an engineering cost estimate, and preparing a report summarizing all findings.

The cost of the First Amendment is \$400,000 for a four-year period ending July 1, 2026 with a new total contract amount of \$1,032,582.

COORDINATION

The City Attorney's office prepared the First Amendment with Geosyntec.

FISCAL IMPACT

The total First Amendment value over the four-year period ending July 1, 2026 is for a not to exceed amount of \$400,000. Funding for the work is available from CIP Job No. 61050 titled Enhanced Watershed Management Program.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. Beach Cities Watershed Management Group MOU
2. Geosyntec Consultants, Inc. Agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF REDONDO BEACH, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN
BEACH, THE CITY OF TORRANCE, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

REGARDING THE ADMINISTRATION AND COST SHARING FOR UPDATING THE ENHANCED
WATERSHED MANAGEMENT PROGRAM AND REASONABLE ASSURANCE ANALYSIS
FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP**

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature set forth below by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, the CITY OF HERMOSA BEACH, a general law city, the CITY OF MANHATTAN BEACH, a general law city, the CITY OF TORRANCE, a chartered municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic (collectively known as the "PARTIES" or individually as "PARTY").

WITNESSETH

WHEREAS, Order No. R4-2012-0175 issued by the Los Angeles Regional Water Quality Control Board (Regional Board) as amended by State Water Board Order WQ 2015-0075 and Regional Board Order R4-2012-0175-A01 (Order No. R4-2012-0175 as amended), also known as NPDES No. CAS004001, requires that the LACFCD, the County of Los Angeles, and Cities within Los Angeles County (except for the cities of Avalon, Long Beach, Palmdale, and Lancaster), also known as Permittees, comply with the prescribed elements of Order No. R4-2012-0175 as amended; and

WHEREAS, Order No. R4-2012-0175 as amended requires that Permittees submit an updated Watershed Management Program or Enhanced Watershed Management Program with an updated Reasonable Assurance Analysis (Updated EWMP and RAA) by June 30, 2021 or sooner in accordance with the adaptive management process described in Part VI.C.8. of Order No. R4-2012-0175 as amended; and

WHEREAS, the next Regional Phase I municipal stormwater permit (anticipated to be released in Fall 2020), which will supersede Order No. R4-2012-0175 as amended, is expected to continue to require an Updated EWMP and RAA by June 30, 2021; and

WHEREAS, the Updated EWMP and RAA must incorporate both water quality data and control measure performance data and any other information informing the adaptive management process gathered through December 31, 2020; and

WHEREAS, the PARTIES have previously collaborated in developing the EWMP and RAA for the Beach Cities Watershed Management Group approved by the Regional Board on April 18, 2016, the compliance strategy and schedule for the Santa Monica Bay Debris Total Maximum

Daily Load was modified and approved on February 6, 2018, and the adaptive management changes to control measures on July 23, 2019 were incorporated; and

WHEREAS, the PARTIES have determined that certain regional projects identified in the EWMP were canceled, are not feasible, or must be enhanced and therefore it is necessary to prepare feasibility studies for new or enhanced regional projects in order to update the EWMP and RAA. This MOU is to be read in conjunction with and complementary to, and does not supersede, the "Dissolution of Memorandum of Understanding Between The City of Hermosa Beach, The City of Manhattan Beach, The City of Redondo Beach, The City of Torrance, and The Los Angeles County Flood Control District Related to Design of Joint Regional Projects Within The SMB 6-01 Analysis Region of The Enhanced Watershed Management Program (EWMP) for The Beach Cities Watershed Management Group;" and

WHEREAS, the PARTIES have determined that hiring an engineering consultant (ENGINEERING CONSULTANT) to update the EWMP and RAA will be beneficial to the PARTIES and the PARTIES desire to participate and provide funding in accordance with the cost allocation schedule in Exhibit A, which is attached and incorporated herein; and

WHEREAS, the CITY OF REDONDO BEACH will prepare the Updated EWMP and RAA with the assistance of the ENGINEERING CONSULTANT; and

WHEREAS, the PARTIES agree that each PARTY shall ensure its own compliance with Order No. R4-2012-0175 as amended and any superseding order.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to cooperatively fund and administer the work necessary to develop feasibility studies for selected EWMP Regional projects and to update the EWMP and RAA to obtain approval of the Updated EWMP and RAA from the Regional Board (collectively "WORK").

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This is a voluntary MOU entered into for the purpose described in Section 2.

Section 5. Term: This MOU shall become effective on the date of the final execution by the PARTIES and shall remain in effect until (1) the Regional Board has given final approval of the Updated EWMP and RAA, (2) all WORK related to this MOU's purpose and Scope of Work as described in Exhibit C has been completed, (3) the CITY OF REDONDO BEACH has provided the

PARTIES with an accounting as set forth in Section 7, and (4) the PARTIES have paid all outstanding invoices from the CITY OF REDONDO BEACH.

Section 6. Assessment for Proportionate Cost: The PARTIES agree to pay the CITY OF REDONDO BEACH for the WORK as provided in Exhibit A, attached hereto and incorporated herein. The CITY OF REDONDO BEACH will invoice the PARTIES upon execution of this MOU as provided in Exhibit A. At June 30th of each year, the CITY OF REDONDO BEACH will provide the PARTIES with a statement of actual expenditures. Unexpended funds at the termination of the MOU will be reimbursed to the PARTIES.

Section 7. CITY OF REDONDO BEACH Agrees:

- a. To prepare and complete the WORK.
- b. To utilize the funds deposited by the PARTIES only for the administration of the ENGINEERING CONSULTANT contract and completion of the WORK.
- c. To contract with an ENGINEERING CONSULTANT to perform the Scope of Work in Exhibit C.
- d. To notify the PARTIES if the actual cost of the WORK will exceed the cost estimates shown in Exhibit A and obtain approval from the PARTIES for the increase in cost prior to directing the ENGINEERING CONSULTANT to proceed with executing extra work or work associated with a change in Scope of Work. Upon approval of the cost increase by the PARTIES, the CITY OF REDONDO BEACH will invoice the PARTIES in accordance with the cost allocation schedule in Exhibit A.
- e. To provide the PARTIES with one (1) electronic copy of the completed WORK within seven business days after receipt from the ENGINEERING CONSULTANT.
- f. To obtain written approval from all PARTIES prior to submitting the Updated EWMP and RAA to the Regional Board.
- g. To submit the Updated EWMP and RAA to the Regional Board on behalf of the PARTIES in accordance with applicable deadlines.
- h. To provide an accounting upon the early termination of this MOU pursuant to Section 10 or 60 days after the date the Regional Board gives final approval of the Updated EWMP and RAA. The CITY OF REDONDO BEACH shall return any unused portion of all funds deposited with the CITY OF REDONDO BEACH using the cost allocation schedule's formulas in Exhibit A.

Section 8. The PARTIES Further Agree:

- a. To cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, facilitating community engagement, reviewing deliverables in a timely manner, and obtaining appropriate approval from the PARTIES' respective administrations and governing bodies.
- b. To grant reasonable access rights and entry to the ENGINEERING CONSULTANT as needed during the term of this MOU to the PARTIES' storm drain infrastructure, rights-of-way, and municipal properties (FACILITIES) to achieve the purpose of this MOU. Prior to exercising said access rights and entry, the CITY OF REDONDO BEACH or its ENGINEERING CONSULTANT will obtain any necessary no-fee permits and provide prior written notice of the PARTIES at least 72 hours in advance. For the purpose of this provision, written notice will include notice delivered via email to the PARTIES' representatives identified in Exhibit B.
- c. To pay their respective proportionate shares of the cost of the WORK and the costs of the CITY OF REDONDO BEACH for the administration and delivery of the WORK based on the cost allocation schedule in Exhibit A.
- d. To deposit funds with the CITY OF REDONDO BEACH for their proportionate share of the cost of the WORK and project administration and management as provided in Exhibit A within thirty (30) days of receipt of the invoice from the CITY OF REDONDO BEACH.

Section 9. Indemnification:

- a. To the fullest extent permitted by law, the PARTIES agree to indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this MOU, and attributable to each PARTY's own fault. Following a determination of the percentage of fault of each PARTY, and/or liability by agreement between the PARTIES, or a court of competent jurisdiction, the PARTY responsible for liability will indemnify the other PARTIES to this MOU for the percentage of liability determined.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose, each

of the PARTIES indemnifies, defends, and holds harmless the other PARTIES for any liability, cost, or expense that may be imposed upon the PARTIES solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 10. Termination, Default and Unilateral Withdrawal

- a. Termination: This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, then all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the ENGINEERING CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If this MOU is terminated upon express written agreement of all PARTIES, then each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation and the RAA analysis.
- c. Default: If a PARTY fails to substantially comply with any of the terms or conditions of this MOU, then that PARTY shall forfeit its rights to work completed through this MOU, and funding already provided, and be responsible for the payment of fines, penalties and costs incurred as a result of the non-performance of the EWMP implementation and the RAA analysis, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and 60 days to cure the alleged default.
- d. THE CITY OF REDONDO BEACH will notify in writing all PARTIES, and may notify the REGIONAL BOARD, within fourteen (14) days of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOU. The non-delinquent PARTIES will determine the next course of action. Should the default be failure to provide funding, then the defaulting PARTY will be withdrawn from the MOU and costs will be adjusted pursuant to Section 11(e) below.
- e. Unilateral Withdrawal: Should any PARTY unilaterally withdraw from this MOU, the remaining PARTIES shall work to amend this MOU to revise the cost allocation schedule's formulas and revise the Scope of Work to maintain the MOU purpose.

Should the default or unilateral withdrawal of this MOU render the CITY OF REDONDO BEACH in violation of any federal, state or local laws, rules or regulations, the PARTY(S) that defaults or unilaterally withdraws from this MOU shall be responsible for any fines, penalties, or interest.

Section 11. General Provisions:

- a. Notices: Any notices, bills, invoices or reports relating to this MOU and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth in Exhibit B. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (1) the date of delivery if delivered by hand during regular business hours or by confirmed facsimile or by email; or (2) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
- b. Administration: For the purpose of this MOU, the PARTIES hereby designate as their respective PARTY REPRESENTATIVES the persons named in Exhibit B. The designated PARTY REPRESENTATIVES or their respective designees shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this MOU on behalf of such PARTY and shall be personally liable if that PARTY is not authorized to sign this MOU.
- c. Relationship of PARTIES: The PARTIES are and shall remain at all times wholly independent entities as to each other. No PARTY to this MOU shall have the power to incur any debt, obligation or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No employee, agent, official or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, official or officer of another PARTY.
- d. Binding Effect: this MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and their respective heirs, administrators, representatives, successors and assigns.
- e. Amendment: The terms and provisions of this MOU may not be amended, modified or waived except by an instrument in writing signed by all the PARTIES.
- f. Waiver: Waiver by any PARTY to this MOU of any term, condition or covenant of this MOU shall not constitute a waiver of any other term, condition or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- g. Assignment Prohibited: No PARTY may assign its respective rights or obligations under this MOU without the prior written consent of all other PARTIES.

- h. Law to Govern and Venue: This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the State trial courts shall lie exclusively in the County of Los Angeles.
- i. No Presumption in Drafting: The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it or causing it to be prepared shall not apply.
- j. Entire Agreement: This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior contemporaneous agreements whether written or oral with respect hereto.
- k. Severability: If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void or unenforceable provision(s).
- l. Counterparts: This MOU may be executed in any number of counterparts including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU. The PARTIES (i) agree that an electronic signature, whether digital or encrypted, of a PARTY to this MOU is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) are intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other PARTY will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this MOU based on the foregoing forms of signature.
- m. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

[SIGNATURE PAGES FOLLOW]

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By: 
FOR MARK PESTRELLA, Chief Engineer

Date: 9/23/20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


By: 
Deputy

CITY OF MANHATTAN BEACH

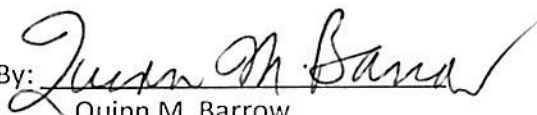
By: 
Bruce Moe
City Manager

Date: 3-4-21

ATTEST:

By: Martha Alvarez 3/2/2021
 Liz Tamura
City Clerk

APPROVED AS TO FORM:


By: 
Quinn M. Barrow
City Attorney

CITY OF TORRANCE

By: 
Patrick J. Furey
Mayor

Date: 12/17/2020


ATTEST:

By: 
Rebecca Poirier
City Clerk

APPROVED AS TO FORM:

By: 
for Patrick Sullivan
City Attorney

CITY OF REDONDO BEACH

By: 
William C. Brand
Mayor

Date: 11-23-20

ATTEST:

By: 
Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

By: 
Michael W. Webb
City Attorney

CITY OF HERMOSA BEACH

By: Mary Campbell
Mary Campbell
Mayor

Date: 12/7/20

ATTEST:

By: Eduardo Sarmineto
Eduardo Sarmineto
City Clerk

APPROVED AS TO FORM:

By: Michael Jenkins
Michael Jenkins
City Attorney

EXHIBIT A

COST ALLOCATION SCHEDULE

	Costs for Beach Cities Updating EWMP and RAA	
Task #	Task Description	
1.0	Project Management, Coordination and Meetings	\$ 28,220.00
2.1	Identification of Water Quality Priorities	\$ 15,910.00
2.2	Summary of Existing and Potential Control Measures	\$ 13,774.00
2.3	Reasonable Assurance Analysis (RAA) Approach	\$ 10,456.00
3.1	List of Regional Projects and Initial Screening	\$ 12,048.00
3.2	Identify Selected Control Measures and Conduct RAA	\$ 83,072.00
3.3	Prepare Draft and Final EWMP	\$ 55,568.00
Subtotal Update EWMP/RAA		\$ 219,048.00
4.1	Feasibility Studies Planning and Details (4 projects)	\$ 76,392.00
4.3	Prepare Draft and Final SCW Feasibility Studies (4 projects)	\$ 46,096.00
Subtotal Feasibility study (4 projects)		\$ 122,488.00
4.2	Feasibility Studies Preliminary Design/Engineering Analysis (3 projects)	\$ 198,969.00
4.4	Feasibility Studies Public Outreach and Engagement (3 projects)	\$ 92,077.00
Subtotal Preliminary Design & Public Engagement (3 projects)		\$ 291,046.00
	Total EWMP Update - All Tasks	\$ 632,582.00
	Contingency (10%)	\$ 63,258.20
	Administration Costs (10%)	\$ 69,584.02
EWMP Update Total - All Tasks with contingency and administration		\$ 765,424.22

Table A - Cost Allocation for Update of EWMP/RAA Tasks 1 - 3		
Cost to be Allocated among All Parties including 10% contingency and 10% admin		\$ 265,048.08
LACFCD Allocation (10% of Total for Tasks 1-3)		\$ (26,504.81)
Remaining Cost for EWMP/RAA Tasks 1-3		\$ 238,543.27
Participating City	Equal Cost Shares for Baseline EWMP/RAA Update Tasks	Cost Allocation
City of Redondo Beach	25.00%	\$ 59,635.82
City of Manhattan Beach	25.00%	\$ 59,635.82
City of Hermosa Beach	25.00%	\$ 59,635.82
City of Torrance	25.00%	\$ 59,635.82
	100.00%	\$ 238,543.27

Table B - Cost Allocation for Tasks 4.1 & 4.3: Feasibility Studies Project Planning (for 4 Projects) ^[1]					
Cost to be Allocated among Participating Parties including 10% contingency and 10% administration					\$ 148,210.48
Participating City	Project Tributary Area (acres) by City and Watershed				Cost Allocation
	Herondo Sub-Watershed ^[2]	Dominguez Channel Watershed ^[3]	Total Tributary Area	% of Total Tributary Area	
City of Redondo Beach	1057	1217	2274	72.8%	\$ 107,849.80
City of Manhattan Beach	53	350	403	12.9%	\$19,113.22
City of Hermosa Beach	283	0	283	9.1%	\$ 13,421.94
City of Torrance [6]	165	0	165	5.2%	\$ 7,825.51
			3125	100.00%	\$ 148,210.48

Table C - Cost Allocation Tasks 4.2 & 4.4: Feasibility Studies Preliminary Engineering and Public Engagement (for 3 Projects) ^[4]					
Cost to be Allocated among Participating Parties including 10% contingency and 10% administration					\$ 352,165.66
Adjustment/Credit from Hermosa Beach ^[5]					\$ (160,000.00)
Remaining Cost for Preliminary Engineering & Public Engagement (3 Projects in Herondo Tributary Area)					\$ 192,165.66
Participating City	Project Tributary Area (acres) by City and Watershed				Cost Allocation
	Herondo Sub-Watershed ^[2]	Dominguez Channel Watershed ^[3]	Total Tributary Area	% of Total Tributary Area	
City of Redondo Beach	1057	0	1057	67.8%	\$ 130,371.70
City of Manhattan Beach	53	0	53	3.4%	\$ 6,537.09
City of Hermosa Beach	283	0	283	18.2%	\$ 34,905.57
City of Torrance ^[6]	165	0	165	10.6%	\$ 20,351.31
			1558	100.00%	\$ 192,165.66

[1] Table B based on four (4) projects with 1 project located in Dominguez Channel and 3 projects located in Herondo.

[2] Includes tributary area to Herondo outfall outside of Torrance Basins since Torrance Basin Expansion project is an 85% 24-hr runoff capture project.

[3] Excludes Torrance' Tributary area to Dominguez based on assumption that 4th project is to be located in Manhattan/Redondo tributary area of Dominguez to substitute for infeasible regional projects in original EWMP.

[4] Table C based on three (3) projects in Herondo only

[5] Adjustment/credit based on contribution from Hermosa Beach toward feasibility studies due to termination of Hermosa Greenbelt Project per Dissolution MOU.

[6] The City of Torrance's tributary area to the Herondo Sub-Watershed reflects reductions in total volume contributed by Torrance due to proposed Basin Expansion Projects designed to accomplish 85% 24-hr runoff capture of Torrance's total contribution. Should these projects not be constructed or not be constructed to their proposed capture capacity, the Parties agree to recalculate the tributary areas and cost allocations described in Tables B and C and adjust shares accordingly.

Allocation of Total Costs Among All Parties					
	Cost from Table A for Tasks 1-3	Cost from Table B for Subtasks 4.1 & 4.3	Cost from Table C for Subtasks 4.2 & 4.4	Adjustment [5]	Total Cost Allocation
City of Redondo Beach	\$ 59,635.82	\$ 107,849.80	\$ 130,371.70		\$ 297,857.32
City of Manhattan Beach	\$ 59,635.82	\$ 19,113.22	\$ 6,537.09		\$ 85,286.13
City of Hermosa Beach	\$ 59,635.82	\$ 13,421.94	\$ 34,905.57	\$ 160,000.00	\$ 267,963.33
City of Torrance	\$ 59,635.82	\$ 7,825.51	\$ 20,351.31		\$ 87,812.64
LACFCD [6]	\$ 26,504.81				\$ 26,504.81
EWMP Update Total Cost					\$ 765,424.23

[5] Adjustment/credit based on contribution from Hermosa Beach toward feasibility studies due to termination of Hermosa Greenbelt Project per Dissolution MOU.

[6] [LACFCD is contributing 10% of costs of updating EWMP and RAA, Tasks 1 - 3 only

EXHIBIT B

BEACH CITIES WATERSHED MANAGEMENT GROUP Responsible Agencies' Representatives

1	City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266	Geraldine Trivedi E-mail: Geraldine.Trivedi@redondo.org Phone: (310) 318-0661 x2036 Fax: (310) 374-4828
2	City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254	Douglas Krauss E-mail: dkrauss@hermosabeach.gov Phone: (310) 750-3603 Fax: (310) 372-6186
3	City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266	Shawn Igoe E-mail: sigoe@citymb.info Phone: (310) 802-5315 Fax: (310) 802-5314
4	City of Torrance Department of Public Works 20500 Madrona Avenue Torrance, CA 90503	John C. Dettle, P.E. E-mail: jdettle@TorranceCA.gov Phone: (310) 618-3059 Fax: (310) 781-6902
5	Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11 th Floor 900 South Fremont Avenue Alhambra, CA 91803	Paul Alva E-mail: palva@dpw.lacounty.gov Phone: (626) 458- 4325

EXHIBIT C

SCOPE OF WORK

CONSULTANT'S DUTIES

Consultant shall perform the following duties to update and revise the Beach Cities Enhanced Watershed Management Plan (EWMP) and Reasonable Assurance Analysis (RAA) (collectively "Project"). Consultant shall also perform up to four subsequent stormwater feasibility studies ("Subsequent Projects")

A. Task 1 – Project Management, Coordination, and Meetings

1. Provide all activities related to the management of the Project as set forth below.
 - a. Attend all monthly Beach Cities Watershed Management Group ("WMG") meetings.
 - b. Attend up to four additional meetings, including those with the Los Angeles Regional Board Staff and/or Technical Advisory Committee members.
 - c. Attend and be an active participant by sharing information and resolving any issues and concerns on the Project-related calls.
 - d. Provide additional Project management duties to complete the Project, including without limitation coordination with subconsultants, responding to emails, and scheduling meetings.
 - e. Prepare summary notes from meetings, support material for meetings upon City's request, and provide a detailed Project schedule.

B. Task 2 – Revised EWMP Planning

1. Identify water quality priorities as set forth below.
 - a. Update analyses for all applicable water quality data and confirmation of the various water quality priorities to be included in the revised EWMP.
 - b. Perform all required analyses for completion of the RAA, including without limitation performing a long-term trends analysis of shoreline bacteria data.
 - c. Prepare a memorandum summarizing results of analyses performed related to the water quality prioritization and a summary of any changes proposed to the EWMP/RAA related to these water quality priorities.
2. Summarize existing and potential control measures. Perform updates to the existing and potential stormwater control measures in the Beach Cities Area. Identify all stormwater controls as part of the revised RAA/EWMP, including prioritizing regional projects to be considered by the WMG within a few key sub-watersheds and removal of Best Management Practices ("BMPs") no longer considered for implementation by the WMG.
3. Summarize a proposed approach to the revised RAA process.

C. Task 3 – Revised EWMP

1. Prepare a final list of regional projects to be included in the RAA and initially screen each project to verify inclusion in the revised EWMP.
2. Update and re-run the RAA.
 - a. Prepare technical memorandum comparing two models for the RAA, the County's Watershed Management Modeling System (WMMS) and the Structural BMP Prioritization and Analysis Tool (SBPAT).
 - b. Once the WMG determines the preferred RAA model to update the EWMP, utilize the preferred model.
 - c. Modify the RAA software with the addition of applicable water quality data and calibrate based on flow data collected in accordance with the Beach Cities Coordinated Integrated Monitoring Plan. Ensure the RAA shall iteratively analyze various BMP scenarios in targeted watersheds to identify the Subsequent Projects' implementation strategy that demonstrates reasonable assurance of compliance with applicable laws, regulations and rules while also meeting the Beach Cities requirements of siting, funding, and scheduling.
3. Prepare a draft and final revised EWMP.
 - a. Reformat the revised EWMP to be consistent with recent EWMPs, including but not limited to, the 2018 Rio Hondo/San Gabriel River Revised EWMP. Input the most technical information to appendices and simplify the main body of the EWMP to make it more user-friendly.
 - b. Submit the revised EWMP in electronic format (draft, final draft, and final) in accordance with the schedule determined by WMG.
 - c. Submit a hard copy of the Final EWMP to each of the Beach Cities Group Members (five hard copies).
 - d. Provide one round of revision based on the comments received from the Regional Board. Submit a final version to the Regional Board by June 30, 2021.

D. Task 4 – Safe, Clean Water Program Feasibility Studies

1. Conduct background research, planning, and concept design for the Subsequent Projects agreed on by the WMG, in coordination with Task 3. Incorporate the information gathered into the feasibility studies.
2. Conduct preliminary design and engineering analysis for three of the Subsequent Projects agreed to by the WMG. Perform a preliminary geotechnical investigation for three project locations to evaluate the soil characteristics, geologic conditions, and groundwater conditions with regard to the feasibility of on-site stormwater infiltration. Include subsurface exploration, field infiltration testing, geotechnical laboratory testing, and focused engineering analyses, as appropriate.

3. Conduct public outreach on at least three project locations to allow public input on the Project development. Ensure the public outreach is in the City and led by a reputable subcontractor which shall be subject to City approval. Inform the communities about upcoming work that will serve these neighborhoods and ensure that all interested community members are sufficiently heard. Include the following tasks in the public outreach.
 - a. Plan and frequently communicate with the WMG.
 - b. Perform reconnaissance work (such as canvassing, surveying, scouting).
 - c. Produce and distribute collateral documents to be used in information sharing.
 - d. Place advertisements through various print and social media outlets.
 - e. Provide leadership for up to six community meetings and/or individual stakeholder meetings with key constituencies.
4. Prepare draft and final feasibility studies for the Subsequent Projects. Submit final feasibility studies through the Safe Clean Water Program project portal by the July 31, 2021 deadline. Prepare the feasibility studies in accordance with the Safe Clean Water Program Feasibility Study Guidelines and ensure it includes the following components.
 - a. Project background and other applicable narrative;
 - b. A preliminary design and engineering analysis, including water quality and water supply benefits analysis;
 - c. Information derived from a preliminary site investigation, including environmental history (from a Phase I records search and ASTM report) and utilities clearance;
 - d. Geotechnical information;
 - e. A monitoring plan;
 - f. An operations and maintenance plan;
 - g. A lifecycle cost analysis; and
 - h. Additional information such as community benefits, and vector control analysis.

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GEOSYNTEC CONSULTANTS, 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 Geosyntec Consultants, Inc., a Florida Corporation ("Consultant" or "Contractor").

WHEREAS, on November 17, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties desire to add to the scope of services, extend the term and increase the compensation of the Agreement.

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. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add the following services:

"Consultant shall perform the following services for stormwater compliance support for the City, including implementation of the 2021 Updated Beach Cities Enhanced Watershed Management Plan ("EWMP") and 2021 Regional Water Quality Control Board Stormwater Permit.

Task 5 – Stormwater Grant Support: In conjunction with the Updated Beach Cities EWMP and the identification of new stormwater projects within the City, Consultant to provide support related to the completion of feasibility studies for Safe Clean Water Regional Program funding. Feasibility studies will be prepared in accordance with the Safe Clean Water Program Feasibility Study Guidelines and will include:

- Project background and other applicable narrative for the preliminary design and engineering analysis, including water quality and water supply benefits analysis;
- Information derived from a preliminary site investigation, including environmental history (via a Phase I records search and ASTM report) and utilities clearance;
- A monitoring plan;
- An operations and maintenance plan;
- A lifecycle cost analysis; and
- Additional information such as community benefits, vector control analysis, etc.

Consultant to prepare up to two Feasibility Studies focused on project design funding. One of these studies shall be prepared for submission by the July 2022 Safe Clean Water Funding deadline. Consultant to provide all necessary support for project applications following submission (e.g., presentations to the SCW Scoring Committee, WASC, etc.).

Consultant to support the City with other applications or support for additional grant funding opportunities (e.g., Prop 1 Stormwater Grants).

Task 6 – Drywell Feasibility Screening and Siting: Consultant to evaluate the feasibility of implementing infiltration drywells (or other infiltration BMPs) in selected areas within the City, as outlined in the Updated Beach Cities EWMP. Work may include:

- A desktop Geographic Information System (GIS) analysis to identify areas favorable for drywell implementation within the City.
- Preliminary siting of drywells to meet volume capture requirements identified in the Updated Beach Cities EWMP.
- Modeling of the proposed drywells using WMMS 2.0.
- Conceptual site layouts and preliminary design of the proposed

Task 7 – Stormwater Project Design: Consultant to provide detailed (100%) design for various types of stormwater projects. As noted above, design may include feasibility analyses and siting, as well as utility clearance, permitting, and construction cost analyses. Geosyntec can also prepare full bid packages, including complete Plans, Specifications, and Estimates, so that the City can bid projects for construction, as requested by the City.

Task 8 – Community Engagement and Outreach: Provide SCW Feasibility Study outreach with Murakawa Communications, as requested by the City, to provide community engagement and public outreach related to stormwater projects in the City. Murakawa Communications' scope of work may include, but is not limited to:

- Planning/communications with the City and Beach Cities WMG;
- Reconnaissance work (such as canvassing, surveying, scouting);
- Production and distribution of collateral documents to be used in information sharing;
- Placement of advertisements through various print and social media outlets;
- Leadership of community meetings and/or individual stakeholder meetings with key constituents.

Task 9 - Preliminary Engineering Design & Permitting Urban Runoff Low Flow Sanitary Sewer Diversions: Consultant to conduct preliminary planning, engineering & design, and permitting for up to two urban runoff low flow diversions to the sanitary sewer. The scope of work will include conducting location site investigations, assessing nearby utilities and other potential siting conflicts, assessing land ownership, assessing various county and city infrastructure to identify land and partnership opportunities and challenges, performing geotechnical investigations, performing underground service alerts, conducting civil surveying to create a base map, performing conceptual project engineering design (base plan set), researching required permits and agency partner agreements, creating an engineering cost estimate, and preparing a report summarizing all findings. The final report will be

used to pursue Safe Clean Water funding for project design and buildout and will incorporate all necessary items required form the Safe Clean Water Scoring Committee.”

2. Term. Exhibit “B” of the Agreement is hereby amended to extend the term of the Agreement to July 1, 2026.
3. Compensation. Exhibit “C” of the Agreement is hereby amended to increase the compensation for the additional duties added by this First Amendment as follows:

“Consultant shall be paid in accordance with the following schedule for the added services described in the First Amendment.

<u>Rate Schedule:</u>	(\$/Hour)
Staff Professional	\$140
Senior Staff Professional	\$164
Professional	\$185
Project Professional	\$208
Senior Professional	\$235
Principal	\$255
Senior Principal	\$275
Project Administrator	\$ 78

Direct Expenses Cost plus 12%

Specialized Computer Applications (per hour) \$ 24

Personal Automobile (per mile) Current Gov’t Rate.

In no event shall the Consultant’s total compensation for the additional services included in this First Amendment exceed \$ 400,000. The total not-to-exceed amount for this Agreement is \$1,032,582. Consultant’s total compensation shall include all expenses, materials, labor, shipping, tax and travel.”

4. No Other Amendments. 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.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GEOSYNTEC CONSULTANTS, INC.
a Florida corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): E-MAIL ADDRESS: carly.underwood@greyling.com INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. NAIC # 19445 INSURER B: Aspen American Insurance Company 43460 INSURER C: Allied World Assurance Company (U.S.) 19489 INSURER D: New Hampshire Ins. Co. 23841 INSURER E: INSURER F:
INSURED Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	

COVERAGES**CERTIFICATE NUMBER: 22-23****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
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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268179	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489673 (AOS) CA4489674 (MA)	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CX005GA22	04/01/2022	04/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893709 (AOS) WC015893710 (CA)	04/01/2022	04/01/2023	<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
C	Prof Liab (PL)/ Contr. Poll (CPL)			03122723	04/01/2022	04/01/2023	Each Act \$8,000,000 Aggregate \$10,000,000

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 & volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation, pollution & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Separation of Insureds applies to the General Liability Policy. Should any of (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277-0000

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



DESCRIPTIONS (Continued from Page 1)

the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.



Administrative Report

H.15., File # 22-4083

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR CONSULTING SERVICES SUPPORTING COMPLIANCE WITH THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND SEASIDE LAGOON NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS IN AN AMOUNT NOT TO EXCEED \$200,000 PER YEAR FOR A TOTAL OF \$1,000,000 FOR AN ADDITIONAL FIVE-YEAR TERM TO JUNE 30, 2027

EXECUTIVE SUMMARY

Approval of the Second Amendment to the contract with Larry Walker Associates, Inc. (LWA) will provide consulting services to assist the City with Municipal Separate Storm Sewer System (MS4) and Seaside Lagoon National Pollutant Discharge Elimination System (NPDES) Permits compliance and implementation in an amount not to exceed \$200,000 per year for a total of \$1,000,000 for a five-year term through June 30, 2027. The resulting contract total will amount to \$2,206,000. LWA is currently assisting the City with numerous critical compliance activities associated with these permits; including submitting a renewed application for the Seaside Lagoon NPDES Permit and implementing the City's Total Maximum Daily Load (TMDL) Non-Point Source Compliance program. The existing contract expires on June 30, 2022 so staff is requesting approval of the Second Amendment in order to allow continued, uninterrupted work on these, as well as other, critical matters.

BACKGROUND

In November 2012, the Los Angeles Regional Water Quality Control Board (Board) adopted the fourth MS4 NPDES Permit that identifies numerous conditions, requirements, and programs that municipalities must comply with in order to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. The Permit requires cities to implement extensive and costly stormwater management and mitigation plans. In addition, the operation of the Seaside Lagoon is also regulated by a separate NPDES Permit that is enforced by the Board. The Lagoon's existing NPDES Permit expires on October 31, 2022 and a Permit application for renewal is due to the Board by May 4, 2022. In order to renew the Permit, water quality studies and operational reports are required.

LWA is currently assisting staff in completing the permit renewal application that will include a proposed Time Schedule Order and a Waste Discharge Report. The studies and reports for this application will also inform the Board of the City's future planned renovations to convert the Lagoon

into a “closed-loop” system that would eliminate the need for an NPDES Permit. Approval of this Amendment will allow LWA to continue to assist with numerous technical tasks required to comply with the NPDES Permits, as well as provide various monitoring and sampling data management and assessment.

On September 1, 2015 the City Council awarded a contract in the amount of \$490,000 to LWA to provide NPDES Permit compliance services following a competitive proposal process. The 2015 Request for Proposal consultant selection process identified LWA as the most qualified firm with excellent experience and references and they have successfully assisted the City with a multitude of tasks since the original contract was issued. On July 18, 2017 LWA was awarded the First Amendment in the amount of \$716,000 to provide consulting services to assist with Municipal and Seaside Lagoon NPDES Permit compliance and implementation. In addition, a 2-year term was added to the Agreement, expiring on June 30, 2022.

Approval of the Second Amendment for consulting services will assist the City with implementation and compliance with the Seaside Lagoon and MS4 NPDES Permits, including the EWMP and CIMP programs. Some of the tasks to be performed by LWA include: prepare the various required Semi-Annual Reports, conduct various technical studies and monitor data management, implement the TMDL non-point source reviews and reports, conduct required staff training, enter monthly and extensive water quality data into the Board’s compliance database, coordinate required water quality sampling with the City’s contract laboratory, update programs and policies associated with major MS4 Permit minimum control measures, perform staff training, develop public information documents, assist with potential Seaside Lagoon water quality compliance issues (limitation exceedance investigations, analysis, and report preparation), and prepare data summary tables with accompanying narrative to be included in the effectiveness assessment of the MS4 annual reports.

COORDINATION

The City Attorney’s Office prepared and approved the Second Amendment with LWA.

FISCAL IMPACT

Funding for this work is available in the approved Public Works Department annual maintenance and operations budget. The work authorized each year will be limited to an amount not to exceed \$200,000 with a revised total contract value not to exceed \$2,206,000 over the life of the contract through June 30, 2026.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENT

Larry Walker Associates Contract and First Amendment

**SECOND AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND LARRY WALKER ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Larry Walker Associates, Inc., a California corporation ("Consultant").

WHEREAS, on September 1, 2015, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on July 18, 2017, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to add tasks, extend the Agreement to June 30, 2022, and increase Consultant's total compensation limit to \$1,206,000.

WHEREAS, the parties hereto desire to amend the Agreement.

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. **SCOPE OF SERVICES.** Exhibits "A" to "A-1" are hereby amended to add Exhibit "A-2", which provides that Consultant shall perform additional tasks. Exhibit "A-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-2".
2. **SCHEDULE FOR COMPLETION.** Exhibits "B" to "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2027. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibits "A" to "A-2" in accordance with the schedule set forth in Exhibit "B-2".
3. **COMPENSATION.** Exhibits "C" to "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase Consultant's total compensation limit to \$2,206,000. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibits "A" to "A-2".
4. **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 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LARRY WALKER ASSOCIATES, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “A-2”
SCOPE OF SERVICES

CONSULTANT’S DUTIES

Consultant shall perform the following services to ensure City’s compliance with the Regional Phase I Municipal Separate Storm Sewer System (“MS4”) stormwater National Pollutant Discharge Elimination System (“NPDES”) Permit (Order No R4-2021-0105) (collectively “Stormwater Permit”), the NPDES Permit (Seaside Lagoon Permit), and Time Schedule Order (“TSO”) (Seaside Lagoon TSO) requirements for Seaside Lagoon (Order No R4-2017-0178 and R4-2017- 0179, respectively).

A. Task 1 – Program Management

1. Discuss the status of work in progress, decisions, and the implementation of the approved Updated Enhanced Watershed Management Plan (“EWMP”) and Coordinated Integrated Monitoring Plan (“CIMP”) with City staff.
2. Provide NPDES MS4 Implementation Program support. Participate in any meetings at the City’s request, including without limitation, the Los Angeles Permit Group MS4 Permit-Wide Planning meeting, the Permit-Wide Public Information meeting, and the Technical Advisory Committee meeting.
3. Prepare and deliver reports, analysis, and data requested by City staff on various aspects of the NPDES MS4 Permit.
4. Provide regulatory assistance to the City in the form of review and/or comments on key policies/regulatory language that is proposed by the State Water Resources Control Board and/or the Water Board. Examples include, but are not limited to, the Statewide Trash Amendments, Los Angeles Region 303(d) Listing, and Statewide Mercury Beneficial Uses and Water Quality Objectives.

B. Task 2 – NPDES MS4 Permit Implementation

1. Public Information and Participation Program. Review existing public outreach material for the Updated EWMP and improve documents as requested by the City. Assist in the development and distribution of new and revised outreach material.
2. Safe Clean Water Measure. Assist the City as requested by the City regarding Measure W funding opportunities.
3. Staff Training. Assist with the implementation of the City’s Staff Training. Help develop and implement Stormwater Permit required training programs (Municipal Employee and Contractor Training). Ensure the training program provides municipal staff and contractors with the knowledge and skills to implement the Stormwater Permit and overall stormwater management program requirements

during their day-to-day job responsibilities. Training shall include the following components.

- a. General Stormwater Awareness
- b. Illicit Discharge Detection and Elimination
- c. Construction
- d. Industrial and Commercial Facilities
- e. Pollution Prevention and Good Housekeeping Awareness
- f. Other types of training as requested by the City.

4. Planning and Land Development and Construction Programs.

Revise Planning, Land Development, and Construction Programs' documentation based on the Regional Board approved EWMP to permanently reduce storm water pollutant loads from development sites during construction. Revise the Planning and Land Development Programs as required by the NPDES MS4 Permit. Prepare reference information and guidelines for the development community to facilitate implementation of the new Low Impact Development ("LID") requirements for new development and redevelopment projects.

5. Development of Policies and Procedures. Develop standardized procedures or policies to assist with implementation of permit requirements as requested by City, including but not limited to, minimizing landscape irrigation, implementation of progressive enforcement policies, evaluation of impact of flood management projects on water quality and retrofitting opportunities, pesticide applications, and implementation of integrated pest management techniques.

6. Illicit Connections & Illicit Discharge Elimination Program. Develop guidance materials to include the following:

- a. Source identification (including source identification methods, end points, and reporting);
- b. Investigative guidance (on-scene assessment, containment, clean-up, and evidence collection);
- c. Progressive enforcement policies; and/or
- d. Enforcement consistency guidance.

C. Task 3 – NPDES MS4 Permit Annual Report

Annual Report Assistance. Assist in developing and submitting the Annual NPDES MS4 Report Individual Form in June and December each year. This effort shall include the following tasks:

- a. Provide Annual Report checklist with responsibilities.
- b. Provide annotated Draft Individual Form.
- c. Review and enter prioritized data/information into the Watershed Reporting Adaptive Management & Planning System (WRAMPS) Project Module and Annual Reporting Module.

- d. Incorporate City data/information into the Annual Report Individual Form (Word document) and WRAMPS.
- e. Provide Draft and Final Individual Form.
- f. Submit final PDF Individual Form to watershed lead via WRAMPS.

D. Task 4 – Total Maximum Daily Loads (“TMDL”) and Watershed Planning

- 1. Trash TMDL Compliance Report (Section 8.1 of the Annual Report Individual Form). Assist the City in completing the Trash TMDL Compliance Report, which shall include the following.
 - a. Identify key items for which City updates as requested by the City.
 - b. Provide Draft TMDL Compliance Report.
 - c. Provide Final TMDL Compliance Report.
- 2. Assist the City with implementing the Updated EWMP AND CIMP plans, as requested. This shall include, but not be limited to, the following tasks.
 - a. Perform shoreline data summary effectiveness assessment. Provide data from three shoreline monitoring locations - SMB 6-2, 6-3, 6-5 to which the City is tributary. Evaluate the annual indicator bacteria data collected for the Santa Monica Bay Bacteria TMDL.
 - b. Prepare data summary tables with accompanying narrative and include in the effectiveness assessment of the annual report. Base the data summary tables on the shoreline monitoring data for the reporting year provided by the City.
- 3. Trash Monitoring. Assist with the coordination and implementation of ongoing monitoring events conducted at seven (7) sites in the City’s harbor-pier attainment area as follows.
 - a. Provide scheduling and management of cleanup crew.
 - b. Provide documentation of field observations and photos.
 - c. Complete Surface Water Ambient Monitoring Program (“SWAMP”) Rapid Trash Assessment Worksheets. Transcribe worksheet data into Microsoft Excel spreadsheet format.
 - d. Summarize event details
- 4. Provide general support as requested by the City for Debris TMDL or Statewide Trash Amendments.

E. Task 5 – Seaside Lagoon NPDES Support

Provide general support for the implementation of the programs and activities to comply with the Seaside Lagoon Permit and TSO, including but not limited to, the following services.

1. Time Schedule Order (TSO)
 - a. Annual Progress Report. Provide support for the submittal of the Progress Report due November 1, 2022.
 - b. Final Report. Provide support for the submittal of the Final Report on implementation of structural modifications (closed loop recirculation system) due November 30, 2022.
 - c. TSO Extension Request. Prepare a draft letter to explain the need for a TSO extension for review by City staff. Finalize the letter based on City comments and prepare for submittal to the Regional Board prior to the TSO expiration of October 31, 2022. This report may be submitted with the Report of Waste Discharge ("ROWD").
2. ROWD. Prepare the ROWD for submittal to the Regional Board prior to May 4, 2022 (180 days before permit expiration on October 31, 2022). This shall include the following services.
 - a. Review and summarize data and conduct a Reasonable Potential Analysis ("RPA") to determine potential effluent limitations.
 - b. Complete all ROWD forms and cover letter.
 - c. Prepare supplemental information as requested by the City including summary of compliance efforts.
3. Assist with Permit Renewal. Review the Tentative Order and assist with preparation of comments. Meet with the Regional Board staff if needed to finalize permit renewal.
4. Perform Data management, compliance tracking, and submittal of State Water Board's California Integrated Water Quality System ("CIWQS") eSMRs/DMRs. Maintain a running spreadsheet of analytical results, use tool to compare analytical results to applicable limitations, highlighting any exceedances, prepare emails of current compliance results and recommendations, and upload data to the CIWQS program website for submittal by the City to ensure reports are sent by March 1, August 1, September 1, and October 1 of each year.
 - a. Regulatory Assistance. Provide regulatory assistance, including but not limited to, effluent limit negotiations, Regional Board communications, and regulatory updates. Provide ongoing tasks associated with the Metals Source Identification, including but not limited to, evaluating inputs to Seaside Lagoon to determine if there are controllable sources of metals that may be contributing to exceedances of effluent limits. In conjunction with the source identification study, evaluate Seaside Lagoon and Harbor circulation/ connection and associated influent and effluent impacts based on data and information provided by the City or available in the literature to provide source context for movement of metals.

EXHIBIT “B-2”

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2027, unless otherwise terminated herein.

EXHIBIT “C-2”
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid in accordance with the following schedule for the services described in Exhibit “A-2”.

TITLE	HOURLY RATE
Administrative	\$ 96
Contract Coordinator	\$133
AR/AP Manager	\$133
Graphic Designer	\$123
Senior Graphic Designer	\$160
Project Staff I-C	\$128
Project Staff-1-B	\$155
Project Staff I-A	\$180
Project Staff II-B	\$192
Project Staff II-A	\$215
Senior Staff	\$249
Associate	\$279
Vice President	\$304
Executive Vice President	\$317
Senior Executive	\$333
President	\$333

- B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant’s compensation exceed the annual amounts set forth in the following schedule.

Task	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Task 1 - Program Management	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Task 2 - NPDES MS4 Permit Implementation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Task 3 - NPDES MS4 Annual Report	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000
Task 4 - TMDL and Watershed Planning	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Task 5 - Seaside Lagoon NPDES Support	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Annual Totals	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel. In no event shall the Consultant's total compensation under the Agreement and amendments, exceed \$2,206,000.

- C. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices based upon the time spent during the previous month to City for approval and payment. Invoices must provide dates of services, hours worked, applicable hourly rates, description of services performed, and title of staff person. Consultant shall submit two hard copies of the invoice with supporting documentation. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.
- D. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section B of this Exhibit "C-2".
- 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: Larry Walker Associates
720 Wilshire Blvd. Suite 204
Santa Monica, CA 90401
Attn: Karen Ashby

City: City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: 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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): (510) 272-1499 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: Doris.Chambers@AssuredPartners.com
INSURED Larry Walker Associates, Inc. 1480 Drew Ave., #100 Davis CA 95618-4124	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of Connecticut INSURER B: Travelers Property Casualty Company of America INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:

License#: 6003745
LARRYWALK**COVERAGES****CERTIFICATE NUMBER:** 1605471191**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 type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6809H382549	4/1/2022	4/1/2023	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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA5R188533	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	Y	UB7K823655	4/1/2022	4/1/2023	<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
C	Professional Liability & Contr. Pollution Liab Included		Y	PEC003092712	4/1/2022	4/1/2023	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

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

REF: All operations of the Named Insured. The City Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as Additional Insured to General and Auto Liability per policy form wording. Insurance is Primary and Non-contributory with Severability of Interest clause. Waiver of Subrogation applies to Workers Compensation coverages per policy form wording. Cancellation provisions are solely as shown on this certificate.

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation.City of Redondo Beach
Public Works Department
415 Diamond Street, Door E
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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured 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", "personal injury" or "advertising injury" caused, 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.

- B.** 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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

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 Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured 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" 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".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. 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 Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent 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.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to

pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits

or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your

contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt-ing activity, or while practicing for such con-test or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road dam-age to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the follow-ing:
 - a. Tapes, records, discs or other similar au-dio, visual or data electronic devices de-signed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment, such as ra-dar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. 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:
 - a. Permanently installed in or upon the cov-ered "auto";
 - b. Removable from a housing unit which is permanently installed in or upon the cov-ered "auto";
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:
 - a. "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the dam-aged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equip-ment 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 in-stalled housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J. "Loss" means direct and accidental loss or damage.
 - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

COMMERCIAL AUTO

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";to which this insurance applies, are alleged.

"Suit" includes:

 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7K823655

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 4/1/2022

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Larry Walker Associates, Inc.

Endorsement Effective Date: 4/1/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Administrative Report

H.16., File # 22-4106

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL
From: MICHAEL W. WEBB, CITY ATTORNEY

TITLE

APPROVE THE SECOND AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH SHUTE, MIHALY & WEINBERGER LLP

EXECUTIVE SUMMARY

The City added Shute, Mihaly & Weinberger to a list of approved law firms and attorneys on July 5, 2016. Shute, Mihaly & Weinberger wishes to amend this contract with the City to reflect their current rates. Shute, Mihaly & Weinberger's rates increased from \$410 to \$440 for Partner, \$380 to \$410 for Jr. Partner, \$365 to \$395 for Associate III, \$345 to \$375 for Associate II, \$295 to \$325 for Associate I, \$265 to \$295 for Planner, \$165 to \$175 for Paralegal, \$110 to \$140 for Law Clerk and \$410 to \$440 for Consulting Attorney. The rates are below the rates typically charged by attorneys with the same level of experience and expertise, which are now in the range of \$1,000/hr-\$1,300/hr for senior partners. A Second Amendment to the July 2016 Legal Services Agreement is attached for your approval.

BACKGROUND

The Shute Mihaly & Weinberger LLP practices in the areas of municipal law, environmental law, business and employment law, and litigation. In particular, Shute Mihaly & Weinberger LLP has experience in litigation matters. Most recently, Andrew Schwartz of Shute Mihaly & Weinberger partnered with the City Attorney's Office in successfully representing the City in the case filed by Legado and also assisted with the drafting of the ADU ordinances.

COORDINATION

The Second Amendment has been approved by Shute, Mihaly & Weinberger and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funds are set aside in the City Attorney's Budget for the use of outside counsel. The approval of this contract will not increase the use of outside counsel but merely provide an additional option in selecting a firm to be used on a particular legal matter.

ATTACHMENTS

- Second Amendment to Agreement for Legal Services
- First Amendment to Agreement for Legal Services, October 16, 2018
- Agreement for Legal Services, July 5, 2016

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This SECOND AMENDMENT ("Second Amendment") to the AGREEMENT FOR LEGAL SERVICES ("Agreement") is made this 3rd day of May, 2022, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("City"), and SHUTE MIHALY & WEINBERGER LLP ("Attorney").

RECITALS

The following recitals are a substantive part of this Second Amendment:

1. The parties entered into this Agreement on July 5, 2016; and
2. The parties entered into a First Amendment to the Agreement on October 16, 2018; and
3. The parties desire to amend the Agreement to reflect rate increases by Attorney.

AGREEMENT

THE PARTIES MUTUALLY AGREE TO AMEND SECTION 3.1 OF THE AGREEMENT AS FOLLOWS:


- “3. **Compensation.** Attorney shall be compensated as follows:
 - 3.1 **Amount.** A rate of \$440 for Partner, \$410 for Jr. Partner, \$395 for Associate III, \$375 for Associate II, \$325 for Associate I, \$295 for Planner, \$175 for Paralegal, \$140 for Law Clerk and \$440 for Consulting Attorney. Compensation under this Agreement shall be paid only for assigned work and after approval of the hourly billing statement by the City Attorney.”
2. **Modification.** This Second Amendment together with the Agreement ("Amended Agreement") constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Amended Agreement may be modified only by subsequent mutual written agreement executed by City and Attorney.
3. **Preservation of Agreement.** Should any provision of this Amended Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Second Amendment on the day and year shown below.

CITY OF REDONDO BEACH

**ATTORNEY
SHUTE MIHALY & WEINBERGER, LLP**

William C. Brand, Mayor


By: _____

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano, City clerk

Michael W. Webb, City Attorney

1502243.1

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FIRST AMENDMENT ("FIRST AMENDMENT") to the AGREEMENT FOR LEGAL SERVICES ("AGREEMENT") is made this 16th day of October 2018, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and SHUTE MIHALY & WEINBERGER LLP ("ATTORNEY").

RECITALS

The following recitals are a substantive part of this FIRST AMENDMENT:

1. The parties entered into the AGREEMENT on July 5, 2016; and
2. The parties desire to amend the AGREEMENT to reflect rate increases by ATTORNEY.

AGREEMENT


THE PARTIES MUTUALLY AGREE TO AMEND SECTION 3.1 OF THE AGREEMENT AS FOLLOWS:

- “3. **Compensation.** ATTORNEY shall be compensated as follows:
 - 3.1 **Amount.** A rate of \$410 for Partner, \$380 for Jr. Partner, \$365 for Associate III, \$345 for Associate II, \$295 for Associate I, \$265 for Planner, \$165 for Paralegal, \$110 for Law Clerk and \$410 for Consulting Attorney. Compensation under this Agreement shall be paid only for assigned work and after approval of the hourly billing statement by the City Attorney.”
2. **Modification.** This FIRST AMENDMENT together with the AGREEMENT (“AMENDED AGREEMENT”) constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This AMENDED AGREEMENT may be modified only by subsequent mutual written agreement executed by CITY and ATTORNEY.
3. **Preservation of Agreement.** Should any provision of this AMENDED AGREEMENT be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this FIRST AMENDMENT on the day and year shown below.

CITY OF REDONDO BEACH

ATTORNEY


William C. Brand, Mayor

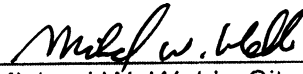
Date: 10/30/18

By: 

Date: 10-9-18

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this 5th day of July 2016, by the CITY OF REDONDO BEACH, a chartered municipal corporation, ("CITY"), and SHUTE MIHALY & WEINBERGER LLP ("ATTORNEY").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Redondo Beach City Council authorization on July 5, 2016.
2. The CITY is a chartered municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
3. The CITY and ATTORNEY desire to enter into an Agreement for services upon the terms and conditions herein.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered from July 5, 2016 and until terminated.
2. **Services to be Provided.** The services to be performed by ATTORNEY shall consist of the following: legal services as assigned by the City Attorney's Office, including but not limited to, litigation matters.
3. **Compensation.** ATTORNEY shall be compensated as follows:
 - 3.1 **Amount.** A rate of \$400 for Partner, \$370 for Jr. Partner, \$355 for Associate III, \$335 for Associate II, \$285 for Associate I, \$255 for Planner, \$155 for Paralegal, \$100 for Law Clerk and \$400 for Consulting Attorney. Compensation under this Agreement shall be paid only for assigned work and after approval of the hourly billing statement by the City Attorney.
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice.



- 3.3 Records of Expenses. ATTORNEY shall keep accurate records of time and expenses. These records shall be made available to CITY.
- 3.4 Hours. No specific number of hours of work is guaranteed. It is expected that Attorney's services will be on an as needed basis depending upon the work load.
- 3.5 Termination. CITY and ATTORNEY shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice.
4. **Insurance Requirements.**
- 4.1 Workers' Compensation Insurance. ATTORNEY shall maintain Workers' Compensation Insurance where applicable.
- 4.2 Insurance Amounts. ATTORNEY is not authorized to drive an automobile for the CITY or on CITY business.
- 4.3 Malpractice Insurance. ATTORNEY shall maintain malpractice insurance in an amount satisfactory to the City's Risk Manager.
5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
6. **Non-Discrimination.** ATTORNEY covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that ATTORNEY shall work as an independent contractor and not as employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** ATTORNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Ownership of Work Product.** All documents or other information developed or received by ATTORNEY in the course and scope of work for the City shall be the property of CITY. ATTORNEY shall provide CITY with copies of these items upon demand or upon termination of this

Agreement.

10. **Conflict of Interest and Reporting.** ATTORNEY shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement. ATTORNEY agrees to complete and file a California State Form 730 disclosure statement if required by the City Attorney.
11. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.
 - a. Address of ATTORNEY is as follows:

Shute Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
 - b. Address of CITY is as follows:

City Attorney's Office
415 Diamond Street
Redondo Beach, California 90277
12. **Licenses, Permits, and Fees.** ATTORNEY shall obtain and maintain a current **California State Bar License**, and all permits, fees, or licenses as may be required by this Agreement.
13. **Familiarity with Work.** By executing this Agreement, ATTORNEY warrants that: (1) he has investigated the work to be performed, (2) he has investigated the site of the work and is aware of all conditions there; and (3) he understands the difficulties, and restrictions of the work under this Agreement. Should ATTORNEY discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at ATTORNEY'S risk, until instructions are received from CITY.
14. **Time of Essence.** Time is of the essence in the performance of this Agreement.
15. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by ATTORNEY without prior consent of the CITY ATTORNEY.



16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
17. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
18. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.
19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
20. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF REDONDO BEACH

"ATTORNEY"

Steve Aspel, Mayor

Date: _____

By: 

Date: 6-30-16

ATTEST:

APPROVED AS TO FORM:


Eleanor Manzano, City Clerk

Michael W. Webb, City Attorney

16. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
17. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and ATTORNEY.
18. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Los Angeles County Superior Court.
19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
20. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CITY OF REDONDO BEACH




Steve Aspel, Mayor
Date: 07/05/16

"ATTORNEY"

By: _____

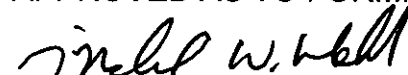
Date: _____

ATTEST:



Eleanor Manzano, City Clerk

APPROVED AS TO FORM:



Michael W. Webb, City Attorney





Administrative Report

J.1., File # 22-4042

Meeting Date: 5/3/2022

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 22-4057

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE SUBMITTAL OF A LETTER TO LOS ANGELES COUNTY SUPERVISOR HOLLY MITCHELL AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) REGARDING THE METRO C (GREEN) LINE EXTENSION TO TORRANCE PROJECT

EXECUTIVE SUMMARY

At the March 15, 2022 City Council meeting a referral to staff was made for preparation of a letter to Los Angeles County Supervisor Holly Mitchell regarding the Green Line Extension to reiterate the preference of the route in Redondo Beach on an elevated track along Hawthorne Boulevard. This letter would follow the original letter the City submitted to Los Angeles County Metropolitan Transportation Authority (Metro) and, then, Supervisor Janice Hahn in March 2021 on the scope of the Draft Environmental Impact Report (DEIR) to be prepared for the project by Metro.

This agenda item allows the City Council to discuss the draft letter, recommend any revisions, and consider authorizing its submittal to Supervisor Mitchell and Metro.

BACKGROUND

A Revised and Recirculated Notice of Preparation (RRNOP) was distributed by Metro in January 2021 to solicit written comments from Responsible and Trustee Agencies, interested public agencies, and members of the public regarding the scope and content of the environmental analysis to be included in the DEIR to be prepared to assess the impacts pursuant to the California Environmental Quality Act (CEQA), including significant environmental issues and reasonable alternatives and mitigation measures, and other pertinent information. The original public review period stated in the RRNOP for when written comments were to be submitted was initially March 15, 2021 and was subsequently extended to March 29, 2021.

On March 16, 2021, the Redondo Beach City Council authorized an official comment letter (attached) addressing community concerns with the alignment alternative along the existing rail right of way (ROW), and the recommendation of an elevated alignment along Hawthorne Boulevard. That letter was submitted to Metro before the March 29, 2021 deadline.

Metro is the public agency that will carry out the project, and therefore is the Lead Agency for the project and will be charged with applying the appropriate CEQA process for completing and certifying the DEIR. Metro initially completed an Alternatives Analysis Study for this corridor in 2009, which studied transit alternatives along Metro-owned Harbor Subdivision right-of-way connecting downtown

Los Angeles, LAX, and the Ports of Los Angeles and Long Beach. This study identified the C Line (Green) Extension from Redondo Beach to Torrance. On April 12, 2010, as Lead Agency, Metro prepared the Notice of Preparation (NOP) and determined that the Metro C Line (Green) Extension to Torrance Project may result in potentially significant environmental impacts and required the preparation of an Environmental Impact Report. After the initial NOP, the project was stalled due to lack of an available funding plan. Once funding was identified through the passage of Measure M in 2016, the project was ready to move forward and Metro reinitiated the project in 2017. During the reinitiated process the City of Redondo Beach issued a comment letter on July 18, 2018 regarding preferred alignment and elevation concerns (attached). On January 29, 2021, Metro issued the Revised and Recirculated Notice of Preparation of a DEIR.

The City of Redondo Beach is a Responsible Agency per CEQA, since the project may require approvals from the City, including Planning Commission Design Review, right-of-way permits, etc. As such, Redondo Beach City Council authorized an official comment letter on March 16, 2021 addressing community concerns with the possible alignment along the existing rail right of way (ROW), and the recommendation of an elevated alignment along Hawthorne Boulevard. These comments were to address the scope and content of the environmental analysis to be included in the DEIR. This was not a review of the project, but rather comments on the scope of the environmental analysis to be conducted.

Since the submittal of the City's March 16, 2021 scoping comment letter, due to census redistricting, Supervisor Holly Mitchell became the new representative for the City of Redondo Beach. To update Supervisor Mitchell on the community concerns for the ROW alignment in Redondo Beach, on March 15, 2022 the City Council made a referral to staff to update her on the City's perspective on the project through the preparation of a letter and to invite her on a site visit with the City's elected officials and staff.

Since the referral, Metro held a site visit with the community on April 11, 2022, which drew approximately 50 residents and several local elected officials. Additional concerns were raised during the walkthrough of the area, and are reflected in the draft letter to Supervisor Mitchell. These issues have been added to the areas of concern raised in the March 16, 2021 scoping comment letter.

COORDINATION

The report and draft letter have been coordinated with the Community Development Department, the Public Works Department, and the City Manager's Office.

FISCAL IMPACT

The cost of preparing this report and draft letter is within the annual work program of the Public Works and Community Development Departments and the City Manager's Office, and is included in those Departments' portions of the adopted 2021-2022 Annual Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Draft City of Redondo Beach Letter to Supervisor Mitchell for consideration on May 3, 2022

- City of Redondo Beach Comment Letter on Revised and Recirculated Notice of Preparation for the Metro C Line (Green) Extension to Torrance Project Dated March 16, 2021
- City of Redondo Beach Support Letter Green Line Alternative 3 Signed July 18, 2018



Bill Brand
Mayor

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

tel: 310 372-1171
ext. 2260
fax: 310 374-2039

May 3, 2022

Los Angeles County Supervisor Holly J. Mitchell
500 West Temple Street, Ste. 866
Los Angeles, CA 90012

RE: Metro C Line (Green) Extension to Torrance Project Comments and Request

Dear Supervisor Mitchell:

On behalf of the City of Redondo Beach, California, please accept this letter as the City's official support of an elevated Hawthorne Boulevard alignment for the Metro C Line (Green) Extension to Torrance Project. The City respectfully submits these comments to you, as the County Supervisor representing our community, for consideration as Metro continues to prepare the Draft Environmental Impact Report (DEIR) for this project and consider alternative alignments.

Metro has proposed the C Line (Green) Extension to Torrance Project, which would create a light rail transit option along a four-mile segment of the Harbor Subdivision Corridor (a freight rail line) from the existing Metro Redondo Beach Station to the under-construction Torrance Transit Park and Ride Regional Terminal (Torrance Transit Center) in Torrance, also encompassing the under-construction and almost complete Redondo Beach Transit Center. The extension will be served by the Metro C Line (Green) and future Crenshaw/LAX Transit Project. Metro is considering and studying through the DEIR, two potential alignments—the Metro railroad right-of-way alignment, currently used by heavy rail, and the Hawthorne Boulevard roadway alignment.

Although Metro is considering the Hawthorne Boulevard alignment, the Redondo Beach City Council have repeatedly urged the Metro Board to focus on an elevated route along Hawthorne Boulevard. The elevated alignment addresses many of the Redondo Beach residents' concerns regarding noise, vibration, resident/child safety, and other factors, as well as having a speedier route to the Torrance Transit center than Metro's at-grade alternative. The Redondo Beach City Council re-affirms its recommendation of an elevated alternative along Hawthorne Blvd.

As noted previously in the Redondo Beach comments on the Notice of Preparation (NOP) of the Draft EIR in the March 16, 2021 letter (attached), the Metro railroad right-of-way (ROW) at grade option is expected to have devastating impacts on the 200+ Redondo Beach private homeowners whose homes are positioned directly adjacent to the ROW and will be directly impacted by the drastic changes to many environmental factors that will affect their quality of life and the value of their property. The City of Redondo Beach has expressed significant concerns with utilizing the existing rail right-of-way alternative (see March 16, 2021 letter), including issues related to hazards and hazardous materials, noise and vibration, land use and planning, public services, transportation, and public art requirements.

On April 11, myself, Redondo Beach City Councilmembers, and more than 50 concerned community members participated in a Walk with Metro event to learn more about the proposed route through our residential neighborhoods. Several new factors were presented that escalated

existing concerns regarding this alternative alignment, including the need to re-align the freight line (that hauls oil cars and other industrial materials) further west, closer to the existing homes. The City requests that the following questions are addressed, at a minimum in the DEIR.

1. What are the standardized noise levels being used (federal or state guidelines)?
 - a. If the noise levels exceed certain levels, will Metro provide noise-proofing to surrounding homes? (such as LAX does in El Segundo) This should be considered for both during construction and post-construction impacts.
 - b. Are the “ambient noise levels” greater for the freight train for the current position or the new position proposed after the freight rail realignment?
2. Since the freight line will be re-aligned, closer to the existing homes, what are the potential impacts of a derailment? If there is a derailment, what would the costs and impacts be to the City?
3. Are police/fire response times taken into account for the crossing on 182nd and the rail line, both during construction and after?
4. If the ROW alignment goes below grade at the crossing on 182nd and other intersections, how would the rail line retaining wall be structured to support the weight of the heavy freight on grade immediately next to the deep below-grade alignment (the representative on the tour mentioned needing to go as far as 30 feet or more below grade) for the Metro line to prevent soil subsidence issues we have seen elsewhere in the City?
5. Since the berms for the freight lines will be brought closer to private property, what is the plan for providing extra retaining walls, addressing sound, vibration, and accommodating proper drainage?
6. Will personal transportation improvements, including a bike path and pedestrian walkway still be implemented? And, if so, where in Redondo Beach?

These comments have been reviewed and approved by the Redondo Beach City Council at their May 3, 2022 public meeting. If you or Metro have any questions regarding this comment letter, please contact Brandy Forbes, Community Development Director for the City of Redondo Beach at 310-318-0637 x2200 or brandy.forbes@redondo.org. Thank you for your consideration of our comments.

Sincerely,

Mayor William Brand

CC: City Council Members, City of Redondo Beach
Mike Witzansky, City Manager
Luke Smude, Assistant to the City Manager
Brandy Forbes, Community Development Director
Roybal Saltarelli, Project Manager, Los Angeles County Metropolitan Transportation Authority

Attachments:

- City of Redondo Beach Support Letter Green Line Alternative 3 Signed July 18, 2018
- City of Redondo Beach Letter Submitting Comments on Revised and Recirculated Notice of Preparation Dated March 16, 2021
- City of Redondo Beach Land Use and Noise Regulations Pertaining to Proposed Alternatives



Bill Brand
Mayor

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

tel 310 372-1171
ext. 2260
fax 310 374-2039

March 16, 2021

Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza
Los Angeles, CA 90012
ATTN: Dolores Roybal Saltarelli, Project Manager, Mail Stop 99-22-4

RE: Revised and Recirculated Notice of Preparation of a Draft Environmental Impact Report for the project entitled "Metro C Line (Green) Extension to Torrance Project"

Dear Ms. Roybal Saltarelli:

On behalf of the City of Redondo Beach, California, please accept this letter as the City's official written support of an elevated Hawthorne Boulevard alignment and comments in response to the Revised and Recirculated Notice of Preparation (NOP) for the Metro C Line (Green) Extension to Torrance Project. The City respectfully submits these comments to Metro, as the Lead Agency for the project, for consideration in the scope and content of the environmental analysis to be included in the Draft Environmental Impact Report (DEIR).

Metro has proposed the C Line (Green) Extension to Torrance Project, which would create a light rail transit option along a four-mile segment of the Harbor Subdivision Corridor (a freight rail line) from the existing Metro Redondo Beach Station to the under-construction Torrance Transit Park and Ride Regional Terminal (Torrance Transit Center) in Torrance, also encompassing the under-construction Redondo Beach Transit Center through two potential alignments (i.e. rail right-of-way alignment and Hawthorne Blvd. alignment). The extension will be served by the Metro C Line (Green) and future Crenshaw/LAX Transit Project. Metro's planning documents argue that this extension will provide alternatives to congestion along the I-405 corridor and will provide more transit options in the region by connecting the existing Metro Rail A (Blue) and E (Expo) Lines. Metro has proposed two alternative routes under consideration. The current alternatives are entitled Alternative 1: Metro Railroad Right-of-Way and Alternative 2: Hawthorne Boulevard.

Alternative 2: Hawthorne Boulevard

During the Alternatives Analysis study phase, the City submitted its comment letter dated July 18, 2018, to Phillip Washington, Metro's Chief Executive Officer, see attached, identifying alignment and grade preferences. In that letter, the Redondo

Beach City Council urged the Metro Board to proceed with a full EIR to study an elevated route along Hawthorne Blvd. This was a modified profile to Metro's initial Alternative 3, which was a largely at-grade route along Hawthorne Boulevard. The elevated alignment addressed many of the Redondo Beach residents' concerns regarding noise, vibration, safety, and other factors, as well as having a speedier route to the Torrance Transit center than Metro's at-grade alternative.

The Redondo Beach City Council re-affirms its recommendation of an elevated alternative along Hawthorne Blvd. Metro has now called Hawthorne Blvd Alternative 2, but the alignment is at grade. We would like to introduce the designation Alternative 2E: Hawthorne Boulevard Elevated, with the "E" signifying the revised elevated profile to be evaluated in the EIR.

Alternative 1: Metro Railroad Right-of-Way

Please be advised that the City of Redondo Beach is opposed to Alternative 1, Metro Railroad Right-of-Way at grade option, due to its devastating impacts on the 200+ Redondo Beach private homeowners whose homes are positioned directly adjacent to the ROW and will be directly impacted by the drastic changes to many environmental factors that will affect their quality of life and the value of their property.

The City's July 18, 2018 letter stated that should Metro choose to study the existing rail right-of-way, the City urged that the EIR address trenching in Redondo Beach, south of Grant Avenue, through the future Redondo Beach Transit Center, under 182nd Street until it needs to ascend back up to the elevated track crossing at Hawthorne/190th. The City continues to request that this option be considered for the Metro Railroad Right-of-Way alternative.

Environmental Impacts

Metro has identified potentially significant impacts which will be addressed in the DEIR, including Aesthetics, Agriculture/Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire. When evaluating these environmental impacts, the City requests that Metro further consider the following implications of the proposed project:

Hazards and Hazardous Materials - The right-of-way corridor currently contains multiple Liquid Petroleum pipelines that span the entire proposed passage, particularly the Shell Pipeline. These are marked throughout this right-of-way by hundreds of warning designations that read "WARNING PETROLEUM PIPELINE", with designations of no digging, excavation, and most important "HIGH PRESSURE PIPELINE". Wikipedia identifies this substance as such; "Liquefied petroleum gas (LPG or LP gas), is a flammable mixture of hydrocarbon gases used as fuel in heating appliances, cooking equipment, and vehicles. It is a mixture of 48% propane, 50% butane, and 2% pentane." These are highly flammable substances.

The addition of added "light-rail" train lines that run frequently and utilize a high-voltage open connection for propulsion must be studied and certified as safe by all parties. Failure on this single issue can reap destruction far beyond the city's residents. Furthermore, currently there is a train that runs through this right-of-way corridor which primarily transports liquid petroleum. With the added pounding and vibration and the addition of high-voltage tresses to support train power coupled with the exposure to high-risk flammable materials both below ground and above ground, there is no room for inaccuracy or even understatement in the DEIR report.

Noise and Vibration - Noise and vibration, both during construction and operations, on the adjacent 200+ privately owned residential properties will be a significant issue to homeowners and residents throughout this corridor. The current train runs twice daily, with very few numbers of rail cars. Though loud for a minute, the daily round trip does not impact property values or quality of life. Alternative 1: Metro Railroad Right-of-Way would introduce a frequency to the corridor that would greatly impact both.

The proposed line in Alternative 1: Metro Railroad Right-of-Way would shift the current rail lines closer to residential properties in order to create space for both the light-rail and freight rail lines within the same right-of-way. Residential neighborhoods will be besieged by additional bells, dings, and loud noises from the operations of both freight and light rail through multiple crossings where there exist private residential properties. The frequency of trains has been estimated to be every 7-10 minutes.

The City of Redondo Beach requests that Metro fully evaluate the noise and vibration impacts of the project on all adjacent land uses, both during construction and in perpetuity through operations. In addition to the noise and vibration levels, the EIR should also evaluate the impact of the increase in frequency from the current baseline situation in the Metro Railroad Right-of-Way alternative. City of Redondo Beach noise ordinances should be considered as part of the EIR (see attached).

Land Use and Planning - Parking availability is a significant concern throughout Redondo Beach and the alternative locations for the light rail station to be located in the City are no exception. The City requests that Metro include evaluation of parking demand impacts to public parking near the proposed stations. The City also requests that Metro maintain all parking at the existing Redondo Green Line transit station on Marine, both during construction and after completion of the extension project.

Additionally, related to land use and planning, although safety/security was not listed as being studied for potentially significant impacts, the City requests that Metro include an evaluation of safety and security impacts to neighboring property owners along the line and near the proposed stations. This safety and security evaluation should also evaluate the impacts on additional police and fire resources necessary to address safety issues.

Public Services - The City is currently constructing a bus transit center on Kingsdale Avenue to replace the existing facility that is about one quarter mile to the north. The under-construction Redondo Beach Transit Center will serve passengers from at least four municipal bus operators. Alternative 2: Hawthorne Boulevard, a light rail station placed on the Hawthorne alignment alternative will be some distance away from the under-construction Redondo Beach Transit Center. Alternative 1: Metro Railroad Right-of-Way alignment adjacent to the under-construction Redondo Beach Transit Center would seem to address pedestrian connectivity between the two modes of travel, yet needs to address the City concerns with vertical alignment as outlined in our July 18, 2018 letter.

The City requests that Metro include evaluation of pedestrian and other forms of active transportation connectivity between the under-construction Redondo Beach Transit Center and each of the alternative station locations. These evaluations should address how the distance between the new facilities may impact ridership, the impacts on riders making transfers, and the impacts of vehicle solutions (e.g. shuttles) to area congestion. Due to its proximity, the evaluation should also consider accessibility to The Galleria for elderly and disabled riders. The City has a safety concern that project-driven by new congestion on Kingsdale and 182nd will impact the safety of the elderly and disabled trying to access shopping and dining. The City has a similar safety concern for children traveling to and from school in the project's vicinity.

Transportation - The City is an active supporter of alternative modes of transportation, including pedestrian, cycling and other forms of active transportation and is studying development of a slow vehicle network. The City requests that Metro include evaluation of opportunities to integrate and address impacts to these alternate modes of transportation along the line and near the proposed stations. However, the City is concerned parts of the ROW have insufficient width, especially when considering the utility lines (gas and petroleum) and the privacy for the many residential homeowners lining the ROW. As the City does support alternative modes of transportation, there is a significant amount of pedestrian and bicycle traffic from nearby neighborhoods to the local schools. Metro should evaluate any impediments or safety impacts that the alignments would have on these safe routes to schools.

The DEIR should also consider the construction vehicle impacts on road conditions for all types of private vehicle use.

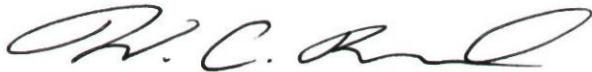
Other Issues to Address

In addition to the environmental issues listed above, the City requests that Metro consider the following aesthetic and land use/planning comments related to the project. As noted in the NOP, Metro is evaluating land use and planning impacts. Please consider the Redondo Beach public art requirements and land use regulations that may be required for the alternatives being considered. The City of Redondo Beach does have a public art requirement (1% of project cost) for projects of a certain size. Metro

should evaluate these requirements and address in the project planning as necessary. As for land use, please review the attached zoning and other regulations that may pertain to the proposed alternatives for any necessary inclusion in the DEIR.

These comments have been reviewed and approved by the Redondo Beach City Council at their March 16, 2021 public meeting. If Metro has any questions regarding this comment letter, please contact Community Development Director Brandy Forbes at (310) 318-0637 x2200 or via email at brandy.forbes@redondo.org. Thank you for the consideration of our comments.

Sincerely,

A handwritten signature in black ink, appearing to read "W. C. Brand", written in a cursive style.

Mayor William Brand

CC: City Council Members, City of Redondo Beach
Joe Hoefgen, City Manager
Brandy Forbes, Community Development Director

Attachments:

- City of Redondo Beach Support Letter Green Line Alternative 3 Signed July 18, 2018
- City of Redondo Beach Land Use and Noise Regulations Pertaining to Proposed Alternatives



Bill Brand
Mayor

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July 18, 2018

Mr. Phillip A. Washington
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Dear Mr. Washington:

The Green Line extension to Torrance will bring much needed transportation infrastructure to our region. Each day thousands of commuters leave the South Bay and travel North for work or leisure, creating the congestion that consequently affects quality of life for all residing in the greater Los Angeles area.

On July 17, 2018, the Redondo Beach City Council received a report and voted unanimously supporting the submittal of this letter to your offices.

On behalf of the Redondo Beach City Council, we urge you and the Metro Board to proceed with a full project Environmental Impact Report (EIR) studying Alternative 3 in an elevated position. This would address many of our residents' concerns and allow the line to traverse a popular commercial corridor.

In the event the Metro Board chooses to study Alternatives 1 or 2, we would furthermore urge that the EIR address trenching in Redondo Beach, south of Grant Avenue, through the future RB transit center, under 182nd Street and along the existing Right of Way until it needs to ascend back up to the elevated track crossing Hawthorne/190th Street. While this is not the preferred route for our residents, we believe these suggested mitigations would be most beneficial to their quality of life and future traffic patterns along 182nd Street. Lastly, the City Council opposed and did not support further consideration of Alternative 4.

I would be happy to discuss the concerns and suggestions with you, staff and the Board Members. Thank you for your consideration.

Sincerely,

William C. Brand

ATTACHMENT: City of Redondo Beach Land Use and Noise Regulations Pertaining to Proposed Alternatives

The following discussion outlines some of the City of Redondo Beach's zoning regulations for the project alignment alternatives, as well as a discussion of the entitlement criteria for Planning Commission Design Review. To the extent that the DEIR does not address some of the Design Review criteria, Metro should be prepared to provide additional evidence as part of the project's entitlement process/applications.

Metro may also need to submit a Landscape and Irrigation Plan (RBMC 10-2.1900), as well as an application for Sign Review (RBMC § 10- 2.1800 et seq), and permits related to the Building Division and Engineering Division. Additionally, if there are improvements required in a municipality's right of way, permits may be required for that work from the Engineering Department of the respective municipality or Caltrans.

While vehicular Level of Service (LOS) was phased out from CEQA pursuant to Senate Bill 743, the City requests that Metro consider the project's effects on vehicular circulation and level of service (LOS) for any signalized intersection from at least a planning perspective to comply with the City of Redondo Beach's General Plan Circulation Element Goals and Policies. Metro should also ensure that it is able to demonstrate compliance with the City's parking standards discussed under RBMC § 10-2.1700 et seq., including providing adequate parking during all phases of the project, particularly during construction.

The City also requests that Metro condition the project approval upon preparation and implementation of a Construction Management Plan (CMP). The City of Redondo Beach traditionally requires a CMP as a standard condition of approval for larger projects similar to the Metro project. If Metro would like a sample CMP to see the various components, please reach out to the City's contact listed at the end of the letter.

Applicable Zoning Criteria of P-ROW Zone (right-of-way) and I-1B (industrial)

The Metro project alternative alignments appear to be located largely upon a property zoned P-ROW (right-of-way). Metro should be aware of the specific purposes of this zone listed in the Redondo Beach Municipal Code (RBMC) § 10-2.1100, and the Metro C Line (Green) Extension to Torrance Project should comply with the RBMC § 10-2.1111 "Specific purposes, P public and institutional zones" and RBMC § 10-2.1115 "Development standards: P-ROW right-of-way zone" as noted below:

10-2.1111 Additional land use regulations, P public and institutional zones.

(a) **Recreation and Parks Commission Review, P-PRO zone.** In the P-PRO parks, recreation, and open space zone, all applications for uses and development shall be referred to the Recreation and Parks Commission for its study and recommendations before submission to the appropriate decision-making body.

(b) **Recreational uses, P-ROW zone.** In the P-ROW right-of-way zone, recreational uses shall be limited to only passive type uses.

(c) **Accessory uses and structures.**

(1) **Development standards.** Permitted accessory uses and structures, including, but not limited to, storage sheds, maintenance buildings, lighting fixtures, view decks, rest rooms, flag poles, and concession stands, shall be subject to the height, setback, and floor area ratio standards of the zone in which it is located, except that height and setback standards may be modified subject to Planning Commission Design Review. In zones where no height standard is specified, permitted accessory uses and structures exceeding a height of thirty (30) feet shall be subject to Planning Commission Design Review, except that flag poles, lighting fixtures, and similar structures which do not contain floor area and which exceed a height of thirty (30) feet may be approved by the Community Development Director. In zones where no maximum floor area ratio is specified, any building exceeding 1,000 square feet shall be subject to Planning Commission Design Review.

10-2.1115 Development standards: P-ROW right-of-way zone.

(a) **Floor area ratio.** The floor area ratio (F.A.R.) of all buildings on a lot shall not exceed 0.1 (see definition of floor area ratio in Section 10-2.402).

(b) **Building height.** No building or structure shall exceed a height of fifteen (15) feet (see definition of building height in Section 10-2.402).

(c) **Stories.** No building shall exceed one story (see definition of story in Section 10-2.402).

(d) **Setbacks.**

(1) There shall be a minimum setback of twenty (20) feet from any property line abutting a street.

(2) There shall be a minimum setback of five (5) feet from any property line not abutting a street.

(e) **General regulations.** See Article 3 of this chapter.

(f) **Parking regulations.** See Article 5 of this chapter.

(g) **Sign regulations.** See Article 6 of this chapter.

(h) **Landscaping regulations.** See Article 7 of this chapter.

(i) **Procedures.** See Article 12 of this chapter.

Additionally, the Metro C Line (Green) Extension to Torrance Project current Alternative 2: Hawthorne Boulevard may have parcels located in the I-1B zone. For that portion of the project site located on the I-1B zoned property, Metro should be aware that railroad uses are not an allowed/permitted use in this zone.

Entitlement Criteria at Planning Commission

Redondo Beach Municipal Code § 10-2.2502 includes the requirements for review and criteria for Planning Commission Design Review, as follows:

10-2.2502 Planning Commission Design Review.

(a) **Purpose.** Planning Commission Design Review is established to ensure compatibility, originality, variety, and innovation in the architecture, design, landscaping, and site planning of developments in the community. The provisions of this section will serve to protect property values, prevent the blight and deterioration of neighborhoods, promote sound land use, encourage design excellence, and protect the overall health, safety, and welfare of the City. The Planning Commission shall review:

(1) **New construction, in all zones except for the W Waterfront and CC Catalina Corridor zones.**

a. Any new commercial, industrial, mixed use or public development of any size on a vacant site involving more than 10,000 square feet of land;

(b) **Criteria.** The following criteria shall be used in determining a project's consistency with the intent and purpose of this section:

(1) **User impact and needs.** The design of the project shall consider the impact and the needs of the user in respect to circulation, parking, traffic, utilities, public services, noise and odor, privacy, private and common open spaces, trash collection, security and crime deterrence, energy consumption, physical barriers, and other design concerns.

(2) **Relationship to physical features.** The location of buildings and structures shall respect the natural terrain of the site and shall be functionally integrated with any natural features of the landscape to include the preservation of existing trees, where feasible.

(3) **Consistency of architectural style.** The building or structure shall be harmonious and consistent within the proposed architectural style regarding roofing, materials, windows, doors, openings, textures, colors, and exterior treatment.

(4) **Balance and integration with the neighborhood.** The overall design shall be integrated and compatible with the neighborhood and shall strive to be in harmony with the scale and bulk of surrounding properties.

(5) **Building design.** The design of buildings and structures shall strive to provide innovation, variety, and creativity in the proposed design solution. All architectural elevations shall be designed to eliminate the appearance of flat façades or boxlike construction:

a. The front façade shall have vertical and horizontal offsets to add architectural interest to the exterior of the building and where possible, bay windows and similar architectural projections shall be used.

b. The roof planes of the building, as well as the building shape, shall be varied where feasible, and a visible and significant roof line shall be used to soften the vertical mass.

c. Harmonious variations in the treatment or use of wall materials shall be integrated into the architectural design.

(6) **Signs.** Signs and sign programs shall meet the criteria established in Sign Regulation Criteria, Section 10-2.1802.

(7) **Consistency with residential design guidelines.** The project shall be consistent with the intent of residential design guidelines adopted by resolution of the City Council.

(8) **Conditions of approval.** The conditions stated in the resolution or design considerations integrated into the project shall be deemed necessary to protect the public health, safety, and general welfare. Such conditions may include, but shall not be limited to:

- a. Changes to the design of buildings and structures;
- b. Additional setbacks, open spaces, and buffers;
- c. Provision of fences and walls;
- d. Street dedications and improvements, including service roads and alleys;
- e. The control of vehicular ingress, egress, and circulation;
- f. Sign requirements or a sign program, consistent with the Sign Regulations Criteria in Section 10-2.1802;
- g. Provision of landscaping and the maintenance thereof;
- h. The regulation of noise, vibration, odor and the like;
- i. Requirements for off-street loading facilities;
- j. Removal of existing billboards on the site, subject to the findings required by Section 10-2.2006(b)(7);
- k. Such other conditions as will make possible the development of the City in an orderly and efficient manner and in conformity with the intent and purposes set forth in this chapter and the General Plan.

4-24.301 Maximum permissible sound levels by land use categories.

The noise standards for the various categories of land use districts identified shall be the higher of either the presumed or actual measured ambient and shall apply to all such property within a designated category as follows:

Receiving Land Use District Category	Time Period	Presumed Ambient Level (dBA)
Low Density	10:00 p.m. to 7:00 a.m.	45
Residential R-1-A, R-1, R-2, P-D-R,	7:00 a.m. to 10:00 p.m.	50

Receiving Land Use District Category	Time Period	Presumed Ambient Level (dBA)
P-U-D Overlay		
Medium Density	10:00 p.m. to 7:00 a.m.	50
Residential R-3, R4, P-D- R, P-U-D Overlay	7:00 a.m. to 10:00 p.m.	55
High Density	10:00 p.m. to 7:00 a.m.	55
Residential R-5, R-6, P- D-R, P-U-D Overlay, C-I	7:00 a.m. to 10:00 p.m.	60
Commercial NSC,	10:00 p.m. to 7:00 a.m.	60
CSC, GC, P- D-C	7:00 a.m. to 10:00 p.m.	65
Industrial P- D-I	10:00 p.m. to 7:00 a.m.	60
	7:00 a.m. to 10:00 p.m.	65
Industrial P-I	10:00 p.m. to 7:00 a.m.	70
	7:00 a.m. to 10:00 p.m.	70

As indicated above, the presumed ambient levels in the Planned Development Residential (P-D-R) and the Planned Unit Development (P-U-D) Overlay land use districts are categorized so as to be consistent with the actual density of the development. The presumed ambient levels for the Planned Development (P-D) and the Civic Center (C-C) land use districts shall be consistent with those established for the lowest adjacent land use district.

(a) Correction for time characteristics. No person shall operate, or cause to be operated, any source of sound at any location within the City or allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person which causes the noise level when measured on any other property to exceed:

(1) The noise standard of the receiving land use district for a cumulative period of more than thirty (30) minutes in any hour; or

(2) The noise standard of the receiving land use district plus five (5) dB for a cumulative period of more than fifteen (15) minutes in any hour; or

(3) The noise standard of the receiving land use district plus ten (10) dB for a cumulative period of more than five (5) minutes in any hour; or

(4) The noise standard of the receiving land use district plus fifteen (15) dB for a cumulative period of more than one minute in any hour; or

(5) The noise standard of the receiving land use district plus twenty (20) dB for any period of time.

(b) Levels exceeding the noise limit categories. If the measured ambient level exceeds that permissible as set forth in subsections (1), (2), (3), and (4) of subsection (a) of this section, the allowable noise exposure standard shall be increased in five (5) dB increments as appropriate to encompass or reflect such ambient noise level. In the event the ambient noise level exceeds the noise level set forth in subsection (5) of subsection (a) of this section, the maximum allowable noise level shall be increased to reflect the maximum ambient noise level.

(c) Correction for location of noise source. If the measurement location is on a boundary between two (2) different land use district categories, the noise level limit applicable to the lower land use district category, plus five (5) dB shall apply.

(d) Correction for ambient noise levels when alleged offending sources cannot be shut down. If possible, the ambient noise shall be measured at the same location along the property line utilized in subsection (a) of this section with the alleged offending noise source inoperative. If for any reason the alleged offending noise source cannot be shut down, then the ambient noise shall be estimated by performing a measurement in the same general area of the source, but at a sufficient distance such that the offending noise from the source is inaudible. If the difference between the noise levels with the noise source operating and not operating, with the utilization of either of the above-described methods of measurement, is six (6) dB or greater, then the noise measurement of the alleged source can be considered valid.

(e) Correction for character of sound. In the event the alleged offensive noise contains a steady audible tone, such as a whine, screech, or hum, or is a repetitive noise, such as hammering or riveting, the standard limits set forth in this section shall be reduced by five (5) dB. (§ 1, Ord. 2183 c.s., eff. August 11, 1976)



Bill Brand
Mayor

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July 18, 2018

Mr. Phillip A. Washington
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Dear Mr. Washington:

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On July 17, 2018, the Redondo Beach City Council received a report and voted unanimously supporting the submittal of this letter to your offices.

On behalf of the Redondo Beach City Council, we urge you and the Metro Board to proceed with a full project Environmental Impact Report (EIR) studying Alternative 3 in an elevated position. This would address many of our residents' concerns and allow the line to traverse a popular commercial corridor.

In the event the Metro Board chooses to study Alternatives 1 or 2, we would furthermore urge that the EIR address trenching in Redondo Beach, south of Grant Avenue, through the future RB transit center, under 182nd Street and along the existing Right of Way until it needs to ascend back up to the elevated track crossing Hawthorne/190th Street. While this is not the preferred route for our residents, we believe these suggested mitigations would be most beneficial to their quality of life and future traffic patterns along 182nd Street. Lastly, the City Council opposed and did not support further consideration of Alternative 4.

I would be happy to discuss the concerns and suggestions with you, staff and the Board Members. Thank you for your consideration.

Sincerely,

William C. Brand



Administrative Report

N.2., File # 22-3907

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE PICKLEBALL FEASIBILITY STUDY

RECEIVE AND FILE THE STUDY AND THE INPUT FROM THE RECREATION AND PARKS COMMISSION AND COMMUNITY AND PROVIDE DIRECTION ON ANY PROPOSED PICKLEBALL LOCATIONS

EXECUTIVE SUMMARY

As part of the Fiscal Year 2021-22 Budget, the City Council approved funding for the completion of a pickleball feasibility study. The City obtained the services of Hirsch & Associates, a landscape architect with experience in parks and recreation amenities, to complete the study. Hirsch & Associates analyzed seven park sites for potential pickleball courts including Alta Vista Park, Perry Park, Anderson Park, Franklin Park, Perry Allison Playfield, Dominguez Park, and Aviation Park. Each location has its own advantages, disadvantages and physical limitations that impact the number of possible pickleball courts.

The Recreation and Parks Commission considered the results of the feasibility study and provided feedback that is included in the report. Additionally, input from a number of pickleball players and members of the community has been collected and is attached to the report.

BACKGROUND

Hirsch & Associates completed its analysis of potential sites for pickleball courts in November 2021 and identified the following locations:

- Alta Vista Park
- Perry Park
- Anderson Park
- Franklin Park
- Perry Allison Playfield
- Dominguez Park
- Aviation Park

Additionally, Dale Page Park was considered, but was not found to be ideal for permanent courts due to parking limitations and proximity to residences and was not, as a result, included in the feasibility

study. Each location noted in the study has its own pros and cons and is limited in the total number of pickleball courts that can be installed. In addition, the sites were evaluated to determine if a dual use concept with other sports was viable (i.e. with tennis or basketball) or if there is space for dedicated courts for pickleball play only.

Alta Vista Park

Alta Vista Park is located at 801 Camino Real. The park is 19.42 acres and is a combination of parcels owned by the City and the Redondo Beach School District including three individual multi-purpose sports fields, one little league field, Alta Vista Community Center, a picnic shelter, and tennis and racquetball courts. Options for future pickleball facilities at this location include the conversion of one tennis court to become four pickleball courts and/or the addition of a new, stand-alone single pickleball court on existing green space.

This location is ideal for the conversion of pickleball courts as it would benefit from the existing sport court infrastructure and lighting of the tennis court facility which would also result in cost savings and a shortened installation time. Additionally, Alta Vista Park has on-site, dedicated parking already available so nearby neighborhoods would not be impacted by visitors to the park. Concerns with this location include the need for additional site work for necessary ADA enhancements; the reduction of one tennis court (which is currently well used by the tennis community); and potential noise concerns associated with pickleball play to those living nearby the park, specifically on S. Juanita Avenue.

Perry Park

Perry Park is located at 2301 Grant Avenue. It is a 4.13-acre park featuring a teen center, Senior Center, Scout House, sports field, basketball courts, play equipment, and picnic areas. Additionally, skate park elements were installed in early 2022. Future pickleball court opportunities have been identified on the basketball courts with enough space for three pickleball courts. Informal pickleball play has been taking place on the basketball courts for quite some time with little to no issues. The site configuration and lack of immediate proximity to nearby homes is a positive attribute and reduces noise concerns, especially when combined with the existing vehicular traffic from Grant Avenue. Perry Park has dedicated, on-site parking as well as existing sport court lighting and fencing on the basketball court, which make it a good location for consideration of permanent pickleball courts.

On the downside, the surface of the basketball courts would need to be repaired prior to the installation of a permanent pickleball court, which would be an added expense and take time. Site work for ADA enhancements would also need to be completed.

Anderson Park

Anderson Park is located at 2229 Ernest Avenue and is surrounded by residential properties and Lincoln Elementary School. Anderson Park is a 12.4-acre park that includes the following amenities: Anderson Park Senior Center, Anderson Park Scout Houses, children's play area, and basketball and tennis courts.

Options for future pickleball facilities at this location include:

- Restriping of one existing tennis court to allow 4 pickleball courts;
- Restriping of one existing half-court basketball court for a single pickleball court; and
- Three new, stand-alone pickleball courts using the open field area.

Although this location provides a lot of space for consideration, there are a few drawbacks that should be considered including additional site work for ADA enhancements; the transition of existing tennis and basketball court play into a shared space with pickleball play; and noise impacts to those living nearby with the addition of pickleball play. Alternatively, future pickleball courts could benefit from this location due to existing sport court lighting on the tennis court that could allow pickleball to be played longer hours; the half-court basketball court includes existing sport court lighting and the surface is in good shape, so the required site work would be minimal; and there is existing on-site parking.

Franklin Park

Franklin Park is located at 807 Inglewood Avenue and features play equipment, restrooms, two basketball courts, two shuffleboard courts, and picnic areas with two BBQ's. Options for future pickleball courts include the restriping of two half-court basketball courts, and an expansion of an existing oversized concrete area. Collectively, this would provide a total of six pickleball courts at this location.

Similar to Perry Park, informal pickleball is being played at this location without issue. While there is some level of concern with expanding the number of pickleball courts due to how close this park is to nearby residential property and the noise impacts this could pose, the fact that it is already taking place makes this location worthy of consideration.

Unfortunately, there are several concerns that should be considered, most notably the fact that there is no on-site parking. An increase to park amenities may result in parking impacts in the surrounding neighborhood. Additionally, there would need to be a lot of site work beyond the pickleball courts such as the installation of pathways, ensuring ADA compliance, and fencing and sport court lighting.

Perry Allison Playfield

Perry Allison Playfield is located on 190th Street between Cluster and Blossom Lanes. It is a 0.59-acre park that includes a fenced in grass area. The feasibility study provides an option for future pickleball facilities at this location to include a single, stand-alone court. The use of this open space for a future pickleball court is ideal in the fact that it would not impact an existing sport court. Additionally, the vehicular noise from 190th may be helpful to negate some of the potential noise impacts from the sport to those living adjacent to the playfield. However, this location has a number of concerns including a lack of available on-site or dedicated parking; no existing sport court lighting, which would limit pickleball play to only daylight hours; proximity to houses, and the need for additional site work for ADA enhancements.

Dominguez Park

Dominguez Park is located at 200 Flagler Lane and is a 24-acre park that includes grass areas, picnic areas, play equipment, a dog park, Heritage Court, and two Little League fields.

The feasibility study identifies the open grass area between the dog park and the baseball fields as a potential location that could accommodate six pickleball courts. These courts would need to be

installed on their own individual concrete pads due to concerns with ground movement and differential settling as a result of this site being on top of an old landfill. While this would not impact game play, it would increase project costs for installation and maintenance. City engineers have expressed concern with the potential effects of the differential settling and, therefore, do not recommend this location for future pickleball courts.

Aviation Park

Aviation Park is located at 1935 Manhattan Beach Boulevard and includes two indoor gymnasiums, a track and field, and the Redondo Beach Performing Arts Center.

OPEN FIELD OPTION: Located behind the gymnasium facilities is an unused open field area that has been identified as a potential site for pickleball courts. As noted in the study, up to six pickleball courts could fit within this space.

This is an ideal location as it would not displace any existing recreational sport or amenity. Its location away from residential areas greatly limits noise impacts, although these impacts should be considered for Northrop Grumman's Child Development Center on the northwest side of the field.

Additional concerns for this location include the added project costs and installation time associated with the construction of pickleball courts from the ground up. Unique to this location is the fact that parking adjacent to this area is privately owned by Northrop Grumman. If this site were selected for future pickleball courts, staff would need to determine a parking plan in concert with Northrop Grumman that would ensure pickleball players do not use these private parking spaces.

PARKING LOT NORTH OF AVIATION FIELD OPTION: Following the Commission's discussion of the feasibility study, staff requested Hirsch & Associates consider the viability of a vacant parking lot privately owned by Northrop Grumman located just north of the Aviation Park track and field. This analysis considered whether this location would provide enough space to support pickleball court(s) and looked at the general conditions of the site. This review concluded that up to eight (8) pickleball courts could fit, but it would require substantial work including removal of trees, curb and gutter, and light poles; and a complete resurfacing of the lot. Preliminary estimates total approximately \$1.3 million for this transition, but a more in-depth and on-site review would be required to provide a more direct assessment. Further, it should be noted that while the City has access to this lot for periodic parking use, the lot is owned by Northrop Grumman and would require a license or use agreement to be developed as pickleball courts. Preliminary information on the feasibility of this site is included as Attachment 2.

Recreation and Parks Commission Input

The findings of the Pickleball Feasibility Study were presented to the Recreation and Parks Commission at its regular meeting on January 12, 2022. The Commission showed strong support for finding a location to bring the sport to Redondo Beach and carefully considered each of the identified locations. The Commission received multiple letters and correspondence from the community, which are included as Attachment 3. Through a series of motions, the Commission made the following recommendations:

- Eliminate Franklin Park, Perry Allison Playfield, and Dominguez Park from consideration. This was due to site-specific constraints as well as a desire to maintain the open space at Perry

Allison Playfield;

- Resurface and convert one tennis court at Alta Vista Park to a total of four dedicated pickleball courts;
- Resurface the Perry Park basketball courts to become dual-use with removable fencing for two pickleball courts; and
- Consider looking at the Aviation Park Open Field site for a long-term approach.

Specific to the final recommendation, Aviation Park Open Field was found to be the most ideal location as it could support six courts, which lends well to tournament and round-robin play. Due to the high projected costs and the amount of time it would take to build a new facility, the Commission elected to find alternate locations as the initial focus. These locations, including Alta Vista and Perry Parks, were identified because they were located in both the north and south areas of the City; would be more cost effective to complete; and the work could be completed fairly quickly.

Alta Vista Use Information

Following the Commission's discussion of the feasibility study, there has been heightened concern from the tennis community about the possibility of losing one tennis court at Alta Vista for pickleball. Throughout the City, there are a total of ten public tennis courts with eight located at Alta Vista Park and two at Anderson Park. For consideration, six months of tennis court usage data for Alta Vista Park from January to June 2021 is included below in Table 1:

Table 1: Alta Vista Tennis Court Use Data - January to June 2021

	Total Available Hours	Total House Used	Percentage Used
January	3,033	2,085	69%
February	3,008	2,593	86%
March	3,100	2,498	81%
April	3,201	2,394	75%
May	3,312	2,416	76%
June	3,208	2,148	67%

Overall, the Alta Vista tennis courts are a heavily used facility; however, the data demonstrates that the courts are not used to capacity with times where court(s) are vacant.

Should the Council desire to convert one of the tennis courts at Alta Vista Park, staff recommends consideration of courts seven or eight, which are the two most southerly courts. Courts one through six are preferred by the tennis community due to better spectator viewing opportunities and provide an ease in the implementation of United States Professional Tennis Association ("USPTA") matches.

The completion of the pickleball feasibility study is a helpful and critical step in the development of

future pickleball courts in Redondo Beach. Although the results of the study did not find a location void of any major concerns or potential issues, there are a number of viable locations that could be workable with creative approaches to noise abatement materials or other infrastructure modifications.

COORDINATION

The City obtained the services of a landscape architect, Hirsch & Associates, to complete this study.

FISCAL IMPACT

The City appropriated \$15,000 for the completion of the feasibility study, which mirrored the cost of the contract services with Hirsch. Additionally, the City has allocated \$50,000 for the installation of a pickleball facility. Depending on the approved location(s), additional funding may be required. The estimated cost of the various options are included below in Table 2.

Table 2: Cost Estimations for each Location Identified in the Pickleball Feasibility Study

Alta Vista Park	\$82,400
Conversion of tennis court: \$42,400 New stand-alone court: \$40,000	
Anderson Park	\$222,400
Re-stripe existing tennis court: \$6,000 Re-stripe existing basketball court: \$1,500 New stand-alone courts: \$159,900 (\$53,300 per court) Sports court surfacing: \$15,000 (\$5,000 per court) Sport court lighting: \$40,000	
Perry Park	\$35,000
Re-stripe existing basketball court: \$4,500 Sports court surfacing with multi-sport stripes: \$30,500	
Franklin Park	\$399,200
Re-stripe basketball court: \$6,000 (\$3,000 each court) New stand-alone court: \$213,200 (\$53,500 per court) Sports court surfacing with multi-sport stripes: \$20,000 (\$5,000 per court) Sport court lighting: \$160,000 (\$40,000 per court)	
Perry Allison Playfield	\$58,300
New stand-alone court: \$53,300 Sport court surfacing: \$5,000	
Dominguez Park	\$349,800
New stand-alone court: \$319,800 (\$53,300 each court) Sport court surfacing: \$30,000 (\$5,000 each court)	
Aviation Park Open Field	\$599,800
New stand-alone court: \$319,800 (\$53,500 per court) Sports court surfacing with multi-sport stripes: \$30,000 (\$5,000 per court) Sport court lighting: \$240,000 (\$40,000 per court) Electrical improvements: \$10,000	
Aviation Park North Lot	\$1,333,087.08
Site Demolition: \$110,628 Grading + Drainage: \$25,000 Court Improvements: \$946,585 Utilities: \$40,000 Landscape Improvements: \$27,000 Contingency: \$71,347	

These costs are for construction estimation purposes only and do not include the cost of possible pre-engineering work such as site surveys, conceptual drawings, noise abatement, and other potential site-specific needs.

APPROVED BY:

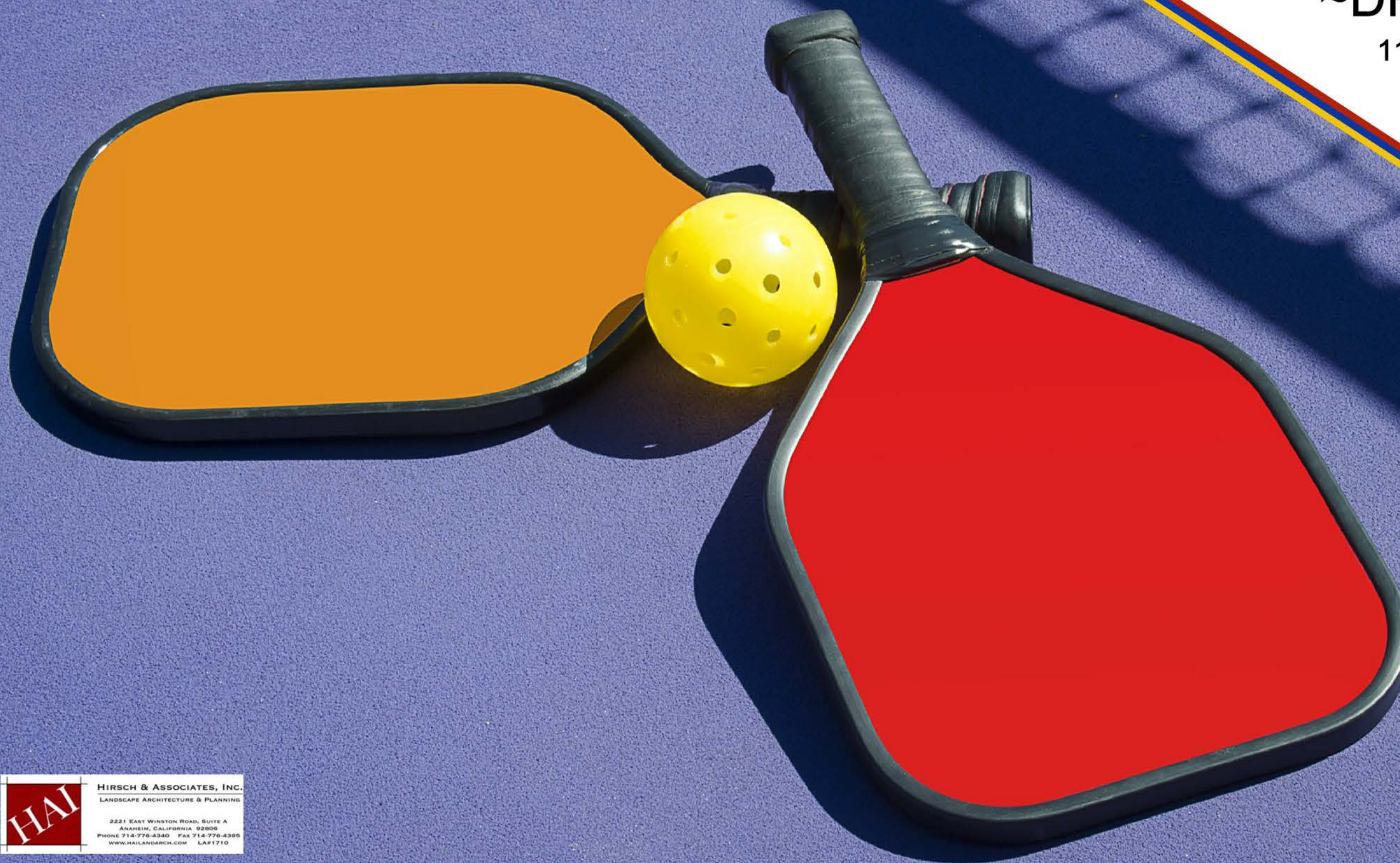
Mike Witzansky, City Manager

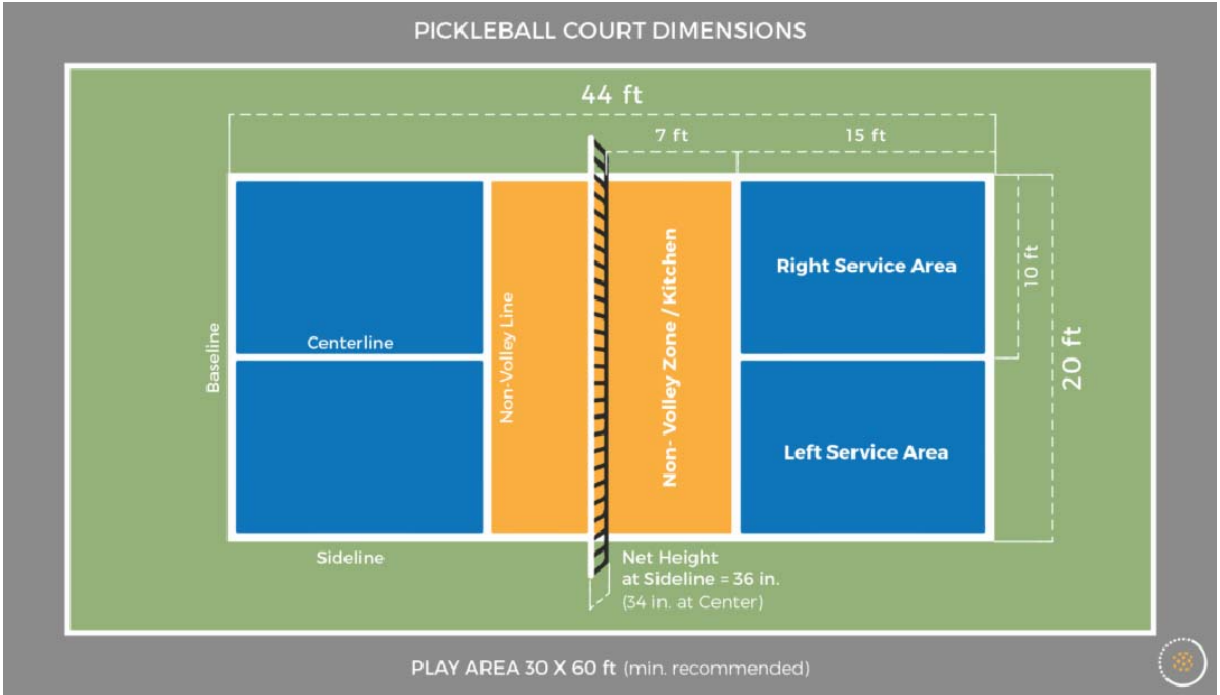
ATTACHMENTS

1. Pickleball Feasibility Study
2. Aviation Park North Lot Preliminary Information
3. Written Communication from the January 12 Rec. & Parks Commission Meeting
4. Written Communication from Susan Higgins
5. Written Communication from Jonathan Frey
6. Joint Letter from the Pickleball Community
7. Written Communication from Dallas Poffenroth

City of Redondo Beach Pickleball Feasibility Study ~DRAFT~

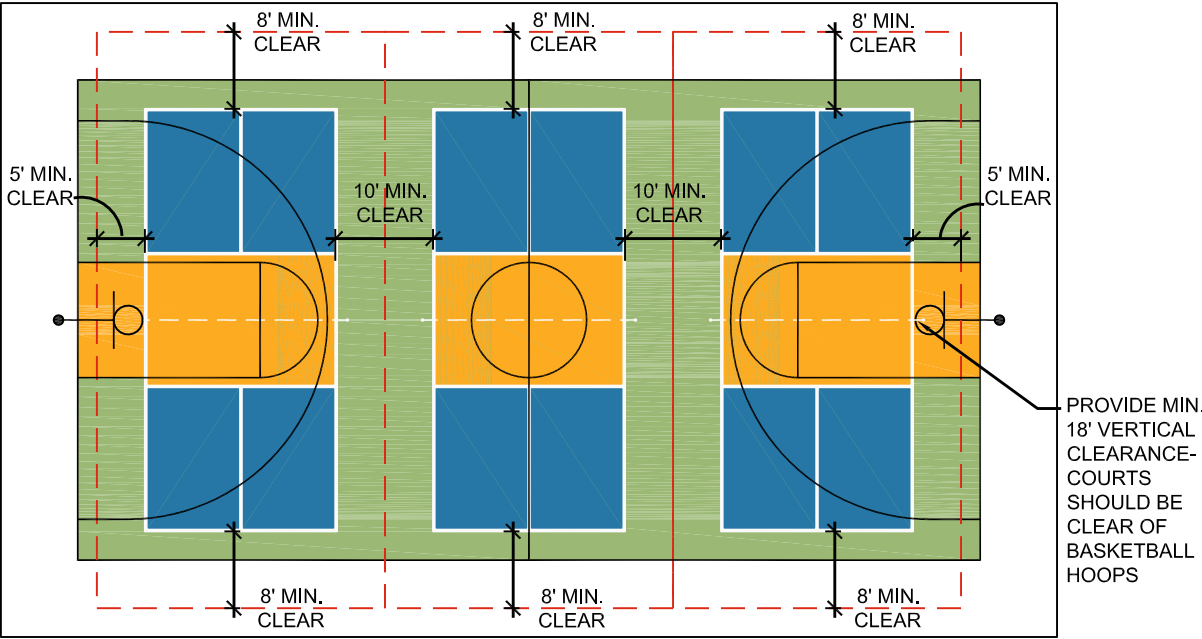
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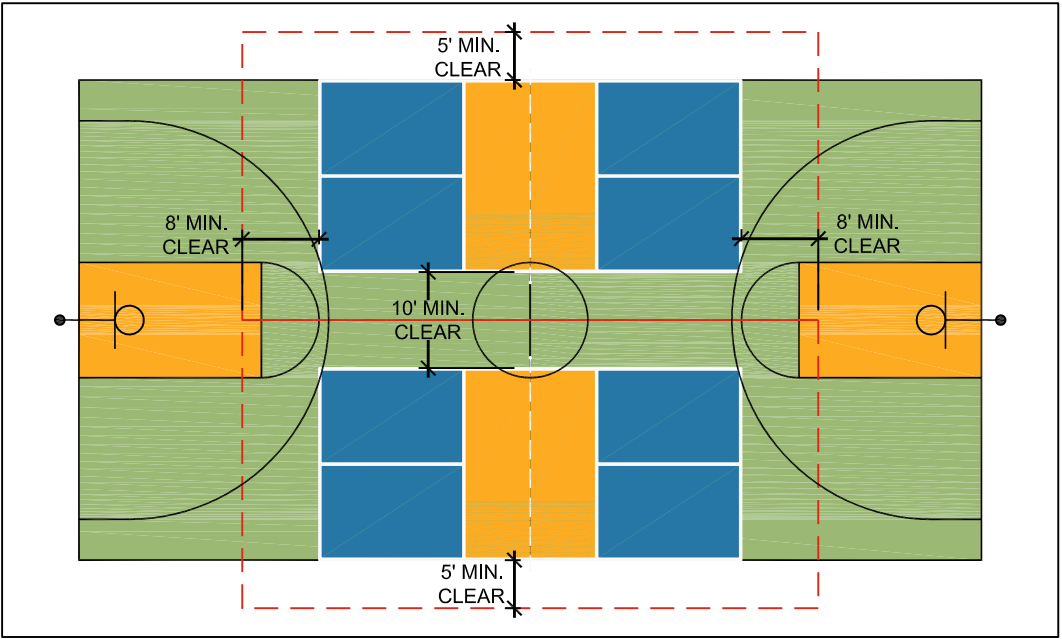


PICKLEBALL COURT CRITERIA:
Court Orientation: North / South orientation is ideal
Sideline Clearance: 5' minimum, 7'+ ideal
Baseline Clearance: 8' minimum, 10' ideal
Lightpole placement: Locate outside of sideline clearance zone behind fencing, where possible. If lightpoles are located adjacent to net, they need to set back a minimum 2' from net poles. Lights should provide average of 30 foot candles and mounted on 18'-20' high poles.
Fencing: 10' high is preferred, 4' can be used if top is padded and where ball bounce into traffic is not an issue
Vertical clearance above court: 18'

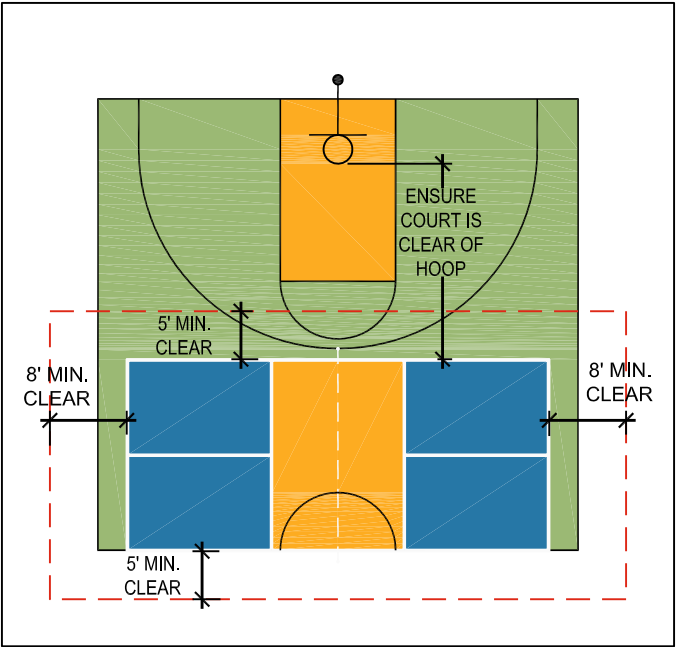
- BASKETBALL COURT OVERLAY CONSIDERATIONS:**
- Basketball courts come in half courts and full courts, but the dimensions of the courts found in parks and schoolyards vary greatly.
 - The number of pickleball court overlays on a court depends on the ability to meet the minimum pickleball court clearances to ensure the safety of the players.



3-COURT PICKLEBALL OVERLAY ON FULL BASKETBALL COURT EAST / WEST ORIENTATION

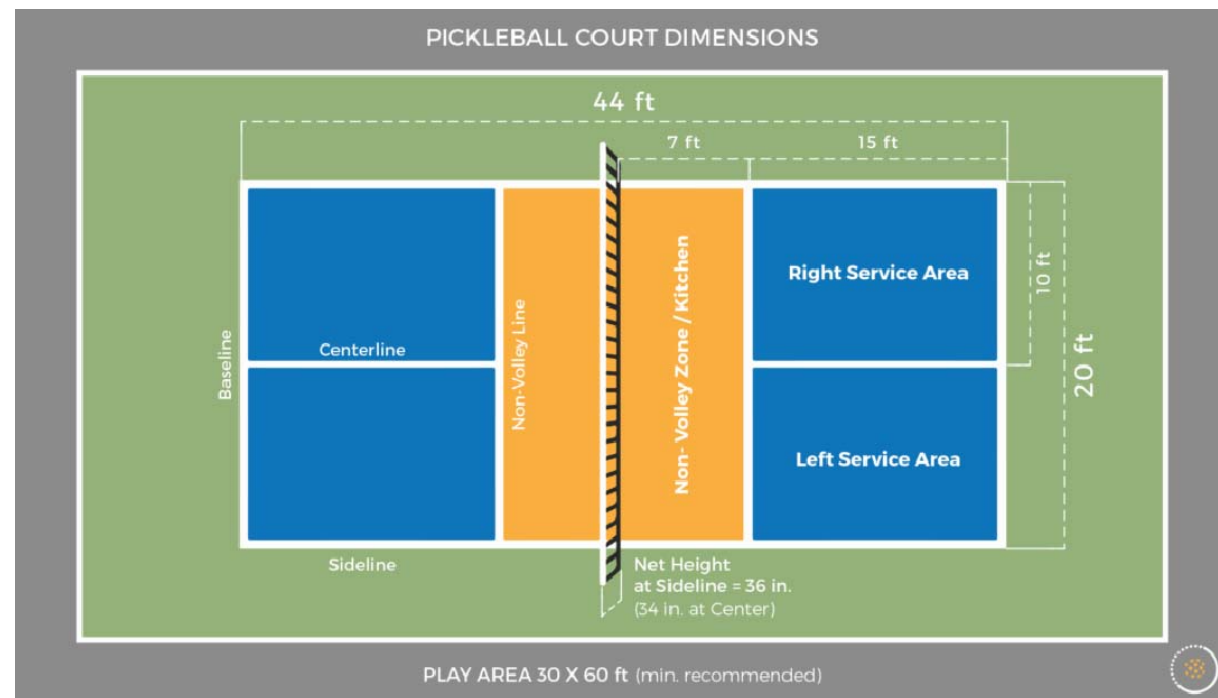


2-COURT PICKLEBALL OVERLAY ON FULL BASKETBALL COURT NORTH-SOUTH ORIENTATION



PICKLEBALL OVERLAY ON BASKETBALL HALF-COURT- EAST / WEST ORIENTATION

Pickleball Courts and Existing Basketball Court Overlay Striping



PICKLEBALL COURT DIMENSIONS

PICKLEBALL COURT CRITERIA:

Court Orientation: North / South orientation is ideal.

Sideline Clearance: 5' minimum, 7'+ ideal

Baseline Clearance: 8' minimum, 10' ideal

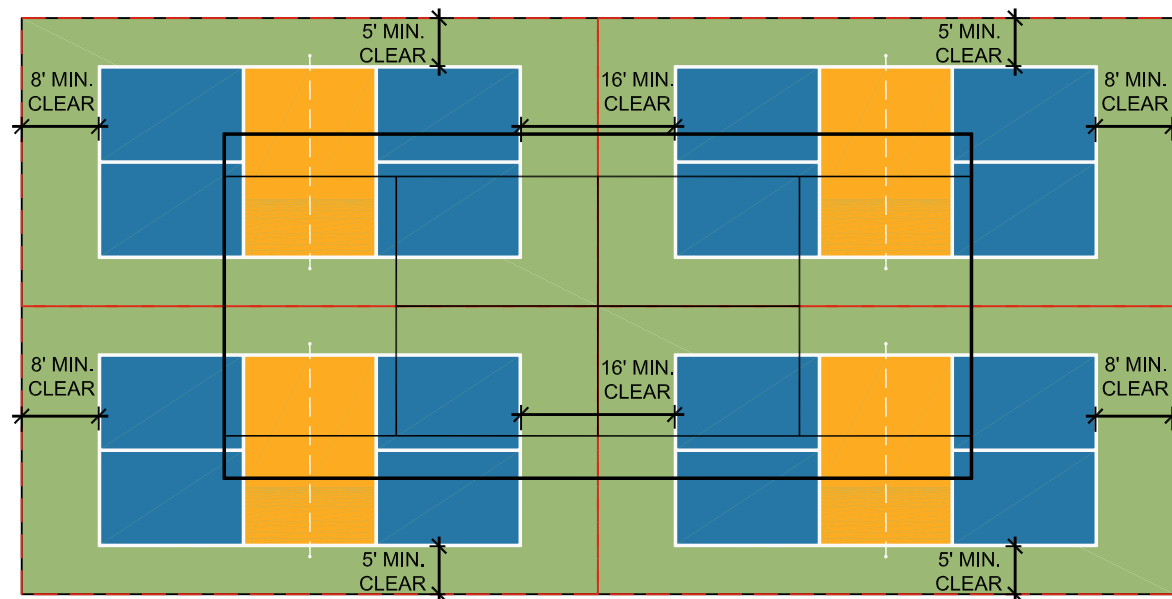
Lightpole placement: Locate outside of sideline clearance zone behind fencing, where possible. If lightpoles are located adjacent to net, they need to set back a minimum 2' from net poles. Lights should provide average of 30 foot candles and mounted on 18'-20' high poles.

Fencing: 10' high is preferred, 4' can be used if top is padded and where ball bounce into traffic is not an issue

Vertical clearance above court: 18'

TENNIS COURT OVERLAY CONSIDERATIONS:

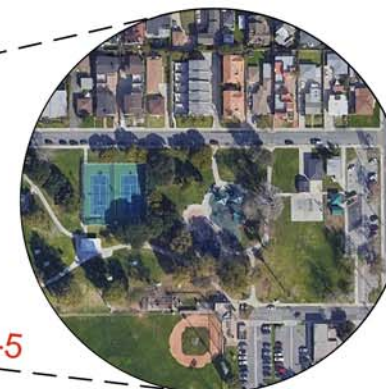
- Tennis courts are most often oriented in a north / south direction.
- Tennis courts come in two different sizes, for singles (36'x78') and doubles(45'x78') games . The court size along with the clearance around the courts, allows a maximum of four pickleball courts to be stiped over an existing tennis court in a north / south orientation.
- Tennis courts generally have existing perimeter fencing and lighting, which would allow for play to occur in the evening hours.

4-COURT PICKLEBALL OVERLAY ON SINGLES TENNIS COURT
NORTH/ SOUTH ORIENTATION

Pickleball Courts and Existing Tennis Court Overlay Striping



AVIATION PARK OPEN FIELD, LS-10



ANDERSON PARK, LS-5



PERRY PARK, LS-6



FRANKLIN PARK, LS-7



PERRY ALLISON PLAYFIELD, LS-8



DOMINGUEZ PARK, LS-9



ALTA VISTA PARK, LS-4

Key Map of Sites

CITY OF REDONDO BEACH, CALIFORNIA





4-COURT PICKLEBALL OVERLAY ON EXISTING TENNIS COURT



ALTA VISTA PARK ANALYSIS:

- 8 qty. existing tennis courts in slight northeast / southwest orientation
- 1 qty. tennis court can be re-surfaced to accommodate 4 pickleball courts
- Existing fencing and sports court lighting
- Paths lead to all other park amenities and adjacent on-site parking
- Potential location for one stand-alone pickleball court with lighting and fencing, tree removal
- Tennis courts located down slope approximately 140'-150' from residential housing across both S. Juanita Avenue and Camino Real. Residences are between 5'-11'+ higher than the tennis courts

SITE CONSTRAINTS

- Existing A.D.A. parking striping and ramp do not meet current building codes and would need to be updated.
- A single stand-alone, lighted court would cost more than refinishing one tennis court and serve fewer people. One court: 4 players. Four courts: 16 players
- Park Hours: 5:30 a.m. to 10:00 p.m.

ESTIMATE OF PROBABLY COSTS:

Converting One Existing Tennis Court: remove existing netting posts/sleeves/anchors and cap, resurface and restriping court, install 8 netting posts/footings, 4 nets, 2 additional benches: *\$42,400

New Stand-Alone Pickleball Court: concrete pad, court striping, fencing and gates, 2 poles, 1 net, 1 bench, lighting, remove 2 trees, remove turf grass, grading to level area:*\$53,300 plus site work. Optional sports court surfacing: \$5,000. Lighting: \$40,000

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.



PROPOSED TENNIS COURT FOR RE-SURFACING



EXISTING A.D.A. RAMP TO BE REPLACED, RE-STRIPE A.D.A. STALLS



POTENTIAL LOCATION FOR STAND-ALONE PICKLEBALL COURT

Alta Vista Park



Project
Pickleball Feasibility Study
City of Redondo Beach, CA

Landscape
Architect



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EXISTING HALF BASKETBALL COURT CAN BE OVERSTRIPED



ONE OF TWO EXISTING TENNIS COURTS CAN BE OVERSTRIPED



POTENTIAL LOCATION FOR ONE STAND-ALONE PICKLEBALL COURT AT EDGE OF TURF FIELD

ESTIMATE OF PROBABLY COSTS:
Re-Stripe Existing Tennis Court: clean existing surfacing, maintain existing tennis court striping and add pickleball striping in contrasting color, possible gate modification to meet ADA requirements: *\$6,000 to add pickleball striping

Re-Stripe Existing Basketball Half-Court: clean existing surfacing, maintain or refresh basketball court striping and add pickleball striping with acrylic resurfacer in contrasting color, pad to wrap around pole of sports light: *\$1,500 to add pickleball striping

New Stand-Alone Pickleball Court to Include: concrete pad, surfacing/striping court, fencing and gates, 2 poles, 1 net, 2 benches, lighting, possible tree removal, remove turf grass, grading to level area, possible need for retaining curb: *\$53,300 per court plus site work. Optional sports court surfacing: +\$5,000 per court. Sports Lighting: \$40,000

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

ANDERSON PARK ANALYSIS:

- 1 qty. existing tennis courts in north / south orientation can be overlayed to accommodate a multi-court with tennis and 4 pickleball courts
- 1 qty. existing half basketball court can be overlayed to accommodate a multi-court with basketball and 1 pickleball court
- Relatively level field can accommodate 1 stand-alone pickleball court with fencing and sports lighting and still allow for open field play in adjacent turf
- Existing fencing and sports court lighting at tennis court
- Existing sports court lighting at basketball court
- Paths lead to all other park amenities including on-site and street parking
- Potential location for one stand-alone pickleball court with lighting and fencing, possible tree removal depending on extent of surface rooting
- Tennis courts located approximately 90' from residential housing across Ferrell Avenue. Basketball court approximately 180' from housing across Vail Avenue, partially screened by restroom building. Location of potential stand-alone court, as shown, is approximately 215' from housing across Vail and 100' across Ernest Street to school building.
- Park Hours: 6:00 a.m. to 8:00 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

- Existing path from A.D.A. parking has portions of the walkway that are non-compliant and would need to be replaced. A survey would be needed to determine extent of walkways to be replaced.
- A single stand-alone, lighted court would cost more than overstriping one tennis court and half basketball court and serve fewer people. Overstriping one or both existing courts could serve: 16-20 players. Stand-alone court could serve: 4 players
- Noise abatement may be needed for the residences across Vail Avenue, depending on the quantity and arrangement of courts
- The number of on-site parking spaces may limit the number of courts that should potentially be installed at this location. 3 courts would increase parking needs by an additional 12 people.



PICKLEBALL OVERLAY ON EXISTING COURTS & NEW COURT OPTIONS



SCALE: 1"=80'-0"

Anderson Park



Project
Pickleball Feasibility Study
 City of Redondo Beach, CA

Landscape Architect



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EXISTING HALF BASKETBALL COURT CAN BE OVERSTRIPED



EXISTING BASKETBALL COURTS WITH TEMPORARY STRIPING USED FOR PICKLEBALL

ESTIMATE OF PROBABLY COSTS:

Re-Stripe Existing Basketball Courts: clean existing surfacing, repair damaged concrete patches, maintain or refresh basketball court striping and add pickleball striping in contrasting color, option to re-surface courts prior to striping: *\$4,500 pickleball court striping only, plus site work. Optional sports court surfacing with multi-court striping: \$30,000-\$35,000

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

PERRY PARK ANALYSIS:

- 2 qty. existing 50' x 85' basketball courts in north / south orientation can be overlayed to accommodate a multi-court with 2 basketball courts and 3 pickleball courts
- One court is currently being used for two pickleball courts with temporary taped striping
- Existing temporary striping is not ideal with basketball backboards and hoops encroaching into pickleball play space and backboard pole located within safety over run zone just outside of courts
- Existing fencing and sports court lighting
- Street parking only along Rockefeller Lane and Slauson Lane
- Existing A.D.A. parking along Rockefeller does not meet current code
- Paths lead to all other park amenities including street parking
- Basketball/Pickleball courts located adjacent to busy Grant Avenue in the center of the park. There are no noise complaints or concerns currently at this location
- Park Hours: 6:00 a.m. to 8:00 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

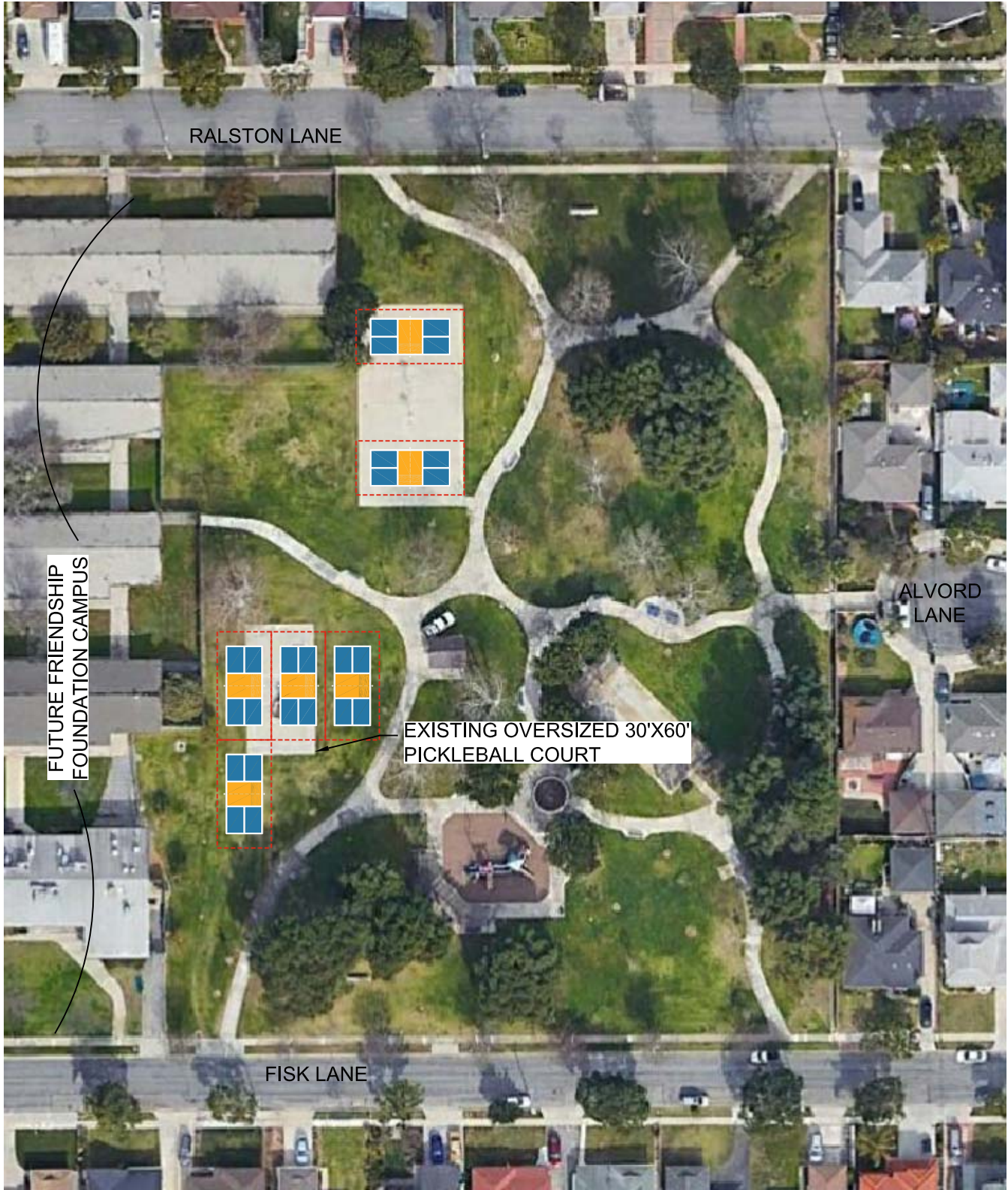
- Not much open space available for a stand-alone pickleball court at this location.
- Existing court concrete has patches that are pitting, spalling and previous repairs were carved into. These would need to be repaired. Another option would be to resurface and stripe the court with colored surfacing to better define the courts from the adjacent plaza to the east
- Existing A.D.A. parking striping and ramping along Rockefeller Lane should be brought up to current code.



PICKLEBALL OVERLAY ON EXISTING BASKETBALL COURTS

Perry Park

SCALE: 1"=60'-0"



PICKLEBALL OVERLAY AND EXPANSION OPPORTUNITIES

Franklin Park



SCALE: 1"=80'-0"



EXISTING BASKETBALL HALF COURTS WITH TEMPORARY STRIPING USED FOR PICKLEBALL



EXISTING PICKLEBALL COURT-OVERSIZED. COURT STRIPING: 30'X60', CONCRETE PAD: 38' X 70'



FLAT TURF AREA CAN ACCOMMODATE UP TO FOUR PICKLEBALL COURTS

ESTIMATE OF PROBABLY COSTS:

Re-Stripe Existing Basketball Courts: clean existing surfacing, repair damaged concrete cracks, maintain or refresh basketball court striping and add pickleball striping in contrasting color: *\$3,000 pickleball striping only, plus site work

New Stand-Alone Pickleball Court (per court): concrete pad, court striping, noise abatement fencing, 2 poles, 1 net, 2 benches, lighting, remove 2 trees, remove turf grass, grading to level area: *\$53,300/court plus site work, optional sports court surfacing: \$5,000/court, 18' high sports lights: up to \$40,000/court plus \$10,000 for electrical improvements

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

FRANKLIN PARK ANALYSIS:

- 2 qty. existing basketball half-courts on 58' x 110' concrete pad in north / south orientation can be overlayed to accommodate a multi-court with 2 basketball half courts and 2 pickleball courts
- Both half-courts are currently being used for two pickleball courts with temporary taped striping
- 1 qty. oversized unlit pickleball court
- No existing fencing or sports court lighting
- Parallel street parking along Fisk Lane and Ralston Lane
- Lit paths lead to all park amenities except existing pickleball court
- Basketball/Pickleball courts located in neighborhood park. Basketball courts are approximately 156' from residences across Ralston Lane. Pickleball court is about 225' from houses across Fisk Lane and 285' from houses on Alvord Lane.
- Park Hours: 5:30 a.m. to 10:00 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

- Park is within residential neighborhood, so noise and sports court lighting could be considered an issue if people are playing at night. Sports lighting scheduled to shut off at a particular time may mitigate this.
- Existing basketball court concrete has cracks that will need to be filled and grass removed from the cracks.
- Existing pickleball court does not have an accessible path to it
- Short concrete pad to existing basketball court may not be considered accessible



EXISTING OPEN PLAYFIELD, WEST ENTRANCE



EXISTING OPEN PLAYFIELD, EAST ENTRANCE



INTERSECTION OF BLOSSOM LANE & 190TH STREET

ESTIMATE OF PROBABLY COSTS:

New Stand-Alone Pickleball Court: concrete pad, court striping, noise abatement fencing, raised fencing along 190th Street and Blossom Lane, 2 poles, 1 net, 1 bench, remove 2 trees, remove turf grass, grading to level area: *\$53,300 plus site work, optional colored sports surfacing: +\$5,000

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

PERRY ALLISON PLAYFIELD ANALYSIS:

- Open turf field surrounded on three sides by a 4' high chain link fence, separated from residences to the north by block wall topped with wood picket fencing
- No existing lighting within the playfield
- Street parking along 190th Street (4-lane street with striped median), Cluster Lane and further north along Blossom Lane
- Potential pickleball court location is approximately 39' from houses to the north and 270' from houses to the west. East of the site is Southern California Edison
- Playfield Hours: 5:30 a.m. to 8:30 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

- Park is adjacent to a residential neighborhood, so noise will need to be mitigated.
- Lighting is not recommended to avoid disturbing residences to the north. This limits hours that the pickleball court can be used.
- Playfield opens early, perhaps a sign limiting pickleball play to later in the morning would be appropriate
- Court would need accessible path to it from at least one playfield entrance



PICKLEBALL OVERLAY AND EXPANSION OPPORTUNITIES



Perry Allison Playfield



Project
Pickleball Feasibility Study
City of Redondo Beach, CA

Landscape
Architect



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NEW PICKLEBALL COURT OPPORTUNITY



SCALE: 1"=80'-0"

Dominguez Park

Project

Pickleball Feasibility Study
City of Redondo Beach, CA



EXISTING TURF AREA, NORTH AND EAST OF EXISTING BASEBALL FIELDS

ESTIMATE OF PROBABLY COSTS:

New Stand-Alone Pickleball Court (per court):

concrete pad, court striping, fencing, 2 poles, 1 net, 2 benches, remove 5 trees, remove turf grass, grading to level area, retaining wall or curb:

*\$53,300 - \$319,800 for 1-6 courts plus site work, optional sports court surfacing: +\$5,000/court

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

DOMINGUEZ PARK ANALYSIS:

- Open turf field located beyond the outfields of the park's two baseball fields
- No existing permanent lighting within the park other than within parking lot and at buildings
- Street parking and on-site parking available
- Park is located on a landfill
- No residences within close proximity, no concerns about noise
- Electrical lines and gas lines within park
- Park Hours: 8:00 a.m. to 6:00 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

- Courts cannot be built beneath the electrical lines or within any existing utility easements on site.
- Park hours limit time available to use the courts.
- Differential settling will most likely occur and has been an issue with other amenities within the park. If courts are built here, it is recommended to have individual court pads connected by decomposed granite path in lieu of one large pad for all courts.
- Accessible path to new courts would need to be added

Landscape
Architect

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NEW PICKLEBALL COURT OPPORTUNITY



SCALE: 1"=60'-0"

Aviation Park Open Field

Project

Pickleball Feasibility Study
City of Redondo Beach, CA



EXISTING TURF AREA, NORTH AND EAST OF EXISTING BASEBALL FIELDS

ESTIMATE OF PROBABLY COSTS:

New Stand-Alone Pickleball Court (per court):
concrete pad, court striping, fencing, 2 poles, 1 net, 2 benches, remove 5 trees, remove turf grass, grading to level area, retaining wall or curb:
*\$53,300 - \$319,800 for 1-6 courts plus site work, optional sports court surfacing: +\$5,000/court. 18' high sports lights: up to \$40,000/court plus \$10,000 for electrical improvements

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

AVIATION PARK OPEN FIELD ANALYSIS:

- Open field is bounded by a public gymnasium, a child development center, and parking lots for the adjacent Northrup Grumman complex
- No existing permanent lighting within the field area other than within parking lots and at buildings
- Parking directly adjacent to open field is privately owned by Northrup Grumman
- There is no accessible parking for open field access
- Electrical and water is available at adjacent gym
- Existing fitness center has agreement with Northrup Grumman for parking in private parking lots

SITE CONSTRAINTS AND CONSIDERATIONS

- If no exterior lighting is provided, court use would be limited to daylight hours.
- Accessible parking should be installed including ramp and necessary striping. Approval by Northrup Grumman would be required
- Root damage to parking lot curbs and asphalt from adjacent mature trees
- Accessible path to new courts would need to be added, but there is ample space for access to all courts, lighting, seating, and other park amenities
- Noise abatement may be needed near the child development center if the noise is distracting to the children or they have nap times during the day.

Landscape Architect



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2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM LA#1710

LS10
11/22/21



Possibly fit one more court here

The image is an aerial photograph of a sports facility. At the bottom, there is a red running track and a green field. Above the track, a series of eight rectangular court diagrams are arranged horizontally. Each diagram is divided into four quadrants: top-left and bottom-right are blue, while top-right and bottom-left are yellow with diagonal hatching. These diagrams are enclosed in a dashed red rectangular boundary. To the left of this boundary, an arrow points to a small blue rectangular area with the text 'Possibly fit one more court here'. Below the court diagrams, a dashed red line runs horizontally, with the text 'Walkway to Courts' centered below it. To the right of the court diagrams, a cloud-shaped area is outlined in red, with an arrow pointing to it from the text 'Potential picnic/ group seating and gathering area OR possibly one additional court but drain and specimen Coral tree at corner would be impacted with additional court at this location'.

Potential picnic/ group seating and gathering area OR possibly one additional court but drain and specimen Coral tree at corner would be impacted with additional court at this location

Walkway to Courts

Possibilities of additional courts, up to 10 total, depending on drainage conditions and ease (cost) of modifying the existing drainage and utilities. 3-phase sports lighting may involve upgrading the electrical panel



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

**AVIATION PARK- NORTH PARKING LOT
PICKLEBALL IMPROVEMENTS
PRELIMINARY COST ESTIMATE APRIL 2022**

SITE DEMOLITION

Remove Existing Items

1 Remove Trees	10	EA	\$ 2,000.00	\$	20,000
2 Remove Asphalt	18,680	SF	\$ 3.50	\$	65,380
3 Remove Curb or Curb & Gutter	577	LF	\$ 20.00	\$	11,540
4 Remove Existing Parking Lot Light Poles and Concrete Footing	5	EA	\$ 500.00	\$	2,500
5 Clear and Grub Improvement Area	18,680	SF	\$ 0.60	\$	11,208
6 SITE DEMOLITION SUBTOTAL				\$	110,628

GRADING AND DRAINAGE

Precise Grading and Drainage Modifications

7 Grading and Drainage	1	LS	\$25,000.00	\$	25,000
8 GRADING AND DRAINAGE SUBTOTAL				\$	25,000

SPORTS IMPROVEMENTS

Pickleball Court Improvements

	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>		<u>TOTAL</u>
9 10' Chain Link Fence Around New Courts	1,440	LF	\$ 150.00	\$	216,000
10 10' Wide Maintenance Gate for New Courts	2	EA	\$ 1,750.00	\$	3,500
11 5' Wide Pedestrian Gate for New Courts	8	EA	\$ 1,200.00	\$	9,600
12 12" Wide Reinforced Concrete Curb at 10' Chain Link Fence	1,440	LF	\$ 30.00	\$	43,200
13 6" Thick Reinforced Court Concrete for New Courts	15,660	SF	\$ 15.00	\$	234,900
14 4" Thick Reinforced Concrete Walk- Access to New Courts	1,500	SF	\$ 10.00	\$	15,000
15 Court Striping for New Courts	8	EA	\$ 5,500.00	\$	44,000
16 Court Net for New Courts	8	EA	\$ 3,500.00	\$	28,000
17 Court Windscreen for New Courts	6,420	SF	\$ 3.00	\$	19,260
18 Court Surfacing for New Courts	15,660	SF	\$ 5.00	\$	78,300
19 Court Sports Lights for New Courts	9	EA	\$ 17,500	\$	157,500
20 Decomposed Granite Surfacing with Base	3,150	SF	\$ 8.00	\$	25,200
21 Picnic Tables	4	EA	\$ 2,000.00	\$	8,000
22 Low CMU Retaining Wall	285	LF	\$ 225.00	\$	64,125
23 PICKLEBALL COURT IMPROVEMENT SUBTOTAL				\$	946,585

SITE UTILITIES

Utility Improvements

24 Upgrade Electrical Panel for Pickel Ball Court Light Expansion	1	LS	\$ 40,000	\$	40,000
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Landscape Improvements

25 Irrigation modifications	1	LS	\$ 15,000.00	\$	15,000
26 Sod Replacement	1	LS	\$ 7,500.00	\$	7,500
27 Rough and Fine Grading	3,000	SF	\$ 1.50	\$	4,500
28 LANDSCAPE IMPROVEMENT SUBTOTAL				\$	27,000

29 ***Site Improvements Subtotal*** **\$ 1,149,213**

30 *Construction Contingency 10%* \$ 114,921

31 *Contractor General Conditions 6%* \$ 68,953

32 **PROJECT TOTAL** **\$ 1,333,087.08**

Support for Pickleball Courts in Redondo Beach

John Aguilar

Wed 1/5/2022 8:18 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

To: Kelly Orta and Recreation and Parks Commissioners

Reference: Pickleball Courts Feasibility Study

I am a homeowner and long time resident of Redondo Beach . Having six dedicated pickleball courts at Aviation Park would be wonderful as the wait times at other courts are extremely long.

Pickleball can be played by people of all ages. As a senior citizen Pickleball has helped me stay in shape physically and the social connections have enriched my life.

Pickleball is growing daily. Major tournaments are being shown on sports networks like ESPN, FOX Sports, and and CBS Sports. Let's get dedicated pickleball courts in Redondo Beach and join the world in enjoying the fastest growing sport in the world.

With Appreciation,
John Aguilar
Redondo Beach Resident

Support for Pickleball Courts in Redondo Beach

Wed 1/5/2022 5:22 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

To: Kelly Orta and Recreation and Parks Commissioner

Reference: Pickleball feasibility study

I am a long time resident and home owner in Redondo Beach. I am beyond excited at the possibility of Pickleball courts in Redondo Beach. 6 dedicated courts in Aviation Park would be utilized every single day! The courts will bring revenue to our city through tourists, league play and tournaments. 4 dedicated courts at Alta Vista will also be wonderful. Redondo Beach is the only city in the South Bay that doesn't offer it's residents Pickleball courts. The sport has exploded and is continuing to grow.

Pickleball is a unique sport. It combines athletics with a great social atmosphere. Redondo Beach is a blue zone city. A healthy lifestyle includes physical activity and social connections. Pickleball provides both of these things and more. All ages can play from young children to senior citizens. I know my entire family plays and we love the game.

Thank you for your consideration and I look forward to this becoming a reality.

Thank you,
Karen Aguilar
Redondo Beach Resident

Sent from my iPhone

Pickleball Feasability

John Bauer

Wed 1/5/2022 12:49 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Todd Loewenstein

SUSAN HIGGINS

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Hi Kelly,

I am a Redondo Beach resident and would like to voice my support for permanent pickleball courts in Redondo beach.

I now drive to Manhattan Beach at least 4 mornings per week to get my fun exercise with other players. Recently there are over 50 players waiting to play on the 3-7 available pickleball courts.

I know you are aware of the popularity and benefits of this fast growing sport. Please make every effort to establish some courts at Alta Vista until the city can plan and build permanent Pickleball courts.

Thank you so very much for your efforts and support.

John Bauer

SUPPORT FOR DEDICATED PICKLEBALL COURTS IN REDONDO BEACH

Dave Becker

Wed 1/5/2022 9:37 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

**TO: Recreation and Parks Commissioners and Kelly Orta, Community Services
Senior Management Analyst**

REFERENCE: Pickleball Courts Feasibility Study Report

To: Kelly Orta

As residents of Hermosa Beach, and avid pickleball players, we are totally in favor of adding pickleball courts in Redondo Beach. There are simply not enough local courts to accommodate the growing demand from the South Bay pickleball community. Hermosa Beach is down to 2 courts and has many restrictions; Manhattan Heights is always very crowded; and El Segundo has restrictions and is also very crowded. Redondo Beach has no dedicated courts, so it only makes sense that they have pickleball courts in their city, too, to keep up with the ever-increasing demand.

As you already know, pickleball is the fastest growing sport in the USA. The benefits are vast, as the physical and mental well-being of those who play pickleball are vital to one's health. Pickleball brings family and friends of all ages together! And speaking from experience, often after playing pickleball, players get together for lunch or other social events at local establishments, and that would be beneficial to Redondo Beach. It is definitely time to bring dedicated pickleball courts to Redondo Beach.

Best regards,

Dave & Charlotte Becker

support for pickleball courts in Redondo Beach

Sheri B

Wed 1/5/2022 9:26 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

I want to express my support for dedicated pickleball courts in Redondo Beach. Currently I play a couple of weeks in Torrance (Wilson Park, Sur la Brae) because there are no courts in Redondo. There are far more people than courts and there is always a wait as people of all ages are playing and the sport continues to grow. Pickleball is both good exercise and social, very important for someone like me who is retired and whose joints no longer handle tennis and other high impact sports.

I think that having pickleball courts is beneficial for many Redondo Beach residents such as myself. In addition there is the potential to raise money via tournaments, leagues, and/or city classes.

Again, I want to express my support for pickleball courts in Redondo Beach. It would be particularly nice to have 4 at Alta Vista Park, which is in walking distance.

Sheri Benator, Redondo Beach Resident

Pickleball courts in Redondo Beach

lynnbodner

Sun 1/9/2022 1:28 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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I totally support a need for more pickleball courts in the South Bay Area.

Most of the drop in courts in other neighboring cities, are either not maintained or crowded with many of us senior citizens wanting to play!

Having just moved back to Redondo Beach, it has become an avenue for me to meet other players and participate in a social activity .Drop in play allows me to play with all different persons of different abilities and ages!

I'm hoping for your consideration in making this happen soon.

Thank you for consideration in this matter.

Lynn Bodner

Sent from my iPad

Support for Pickleball courts in Redondo Beach

Srinivasa Bodugu

Thu 1/6/2022 9:22 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Dear Kelly,

We have many people who play pickleball in Redondo Beach area and less courts to play in and around area.

Please help is to get more courts so that we play more than waiting at courts for our turn!!

Thanks for understanding and appreciate for your help!!

Thanks,

Srini.

(No subject)

Wed 1/5/2022 1:07 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

I'd love to see pickleball in Redondo beach

[Sent from the all new AOL app for Android](#)

Pickle Ball in Redondo Beach

Sandy Bray

Wed 1/5/2022 5:40 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Thank you for all that you are doing with the parks and recreation to try and get us designated pickle ball courts. I have played in PV And in Torrance and the sport has just exploded in the past two years. SLB has designated courts on Monday, Tuesday, Thursday and Sundays. There can be as many as 40 to 60 people waiting to play. There are four designated courts with four people playing on each court at a time. It usually moves pretty quickly but it would be great if there were more places to play.

There are courts in Manhattan Beach and in El Segundo. These places have also held tournaments. This would be a great opportunity for Redondo Beach to make money by holding tournaments and offering lessons. Walteria has turned people away from being able to teach them on Monday and Thursday mornings. This sport has no age limit and includes families from elderly people in their 60s and 70s to grandchildren and is a great source of camaraderie and building friendships. I look forward to hearing what Redondo Beach accomplishes.

Agin, thank you for attempting to bring Pickleball to Redondo.

Sandy Bray

PICKELBALL COURT

Kay Brown

Thu 1/6/2022 2:38 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Redondo is the second largest city in the South Bay.

Surrounding cities all have dedicated PB courts

In response to growing need for courts, other cities have added

Courts some with dual usage.

I support permanent PB courts for Redondo Beach

I reside at Brookside Village in Redondo Beach

Thank you

Pickleball Courts Needed in Redondo Beach

Lynn Carroll-Carter

Wed 1/5/2022 12:28 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Happy New Year Kelly:

I am now a resident of Redondo Beach (previously lived in Hermosa Beach) and have been playing Pickleball for 5-6 years. I started on the courts in Hermosa Beach where Lisa Meenan and myself had many meetings with you, over the years. Thank you for your support of our beloved sport, the fastest growing sport in America!

We all know that courts are needed in Redondo Beach and we all know of the challenges to make this happen. It is wonderful to have your knowledge to help this process along.

Alta Vista is a PERFECT spot for courts. It is already a recreation center in South Redondo, which is wonderful for players that live in R.B. and/or further south. Then, Aviation Park, also already being a recreation center, would be the second most feasible spot, and more accessible for players living in North Redondo areas. Of course, we know there will be resistance to the tennis players relinquishing a court at Alta Vista, but this is to be expected. (News Flash: Due to the shortage of courts in the South Bay, I recently joined a Racquet and Tennis Club so I could play without waiting for 45 minutes for a court! The tennis players there were quite unhappy about relinquishing a court, or two. But, fast forward to today-approx. 50% of our Pickleball players are previous tennis players! We have more tennis players joining our Pickleball group every day, AND THEY LOVE IT!!!).

Pickleball has become a sport for ALL ages, not just retirees. It is imperative that the city supply courts for players so they are not trying to play on basketball courts and other less safe surfaces. The sport allows people to meet new friends, get great exercise, and can be played by all levels. Beginner players are always welcome and helped by the players that have come before them-this is part of the game.

Again, thank you for your help and we hope to see courts appear soon in 2022 in Redondo Beach!

Lynn Carroll-Carter

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Teri Carter

Sun 1/9/2022 2:36 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Shannon Carter

Susan Higgins

*CAUTION: Email is from an external source; **Stop, Look, Think** before opening attachments or links.*

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

RE: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study

This is Teri and Shannon “Gunner” Carter. We are long-term Redondo Beach residents and homeowners close to 40 years. After reviewing the Feasibility Study Report and the Community Services Director’s Administrative Report, we were delighted that the City of Redondo Beach is seriously considering establishing dedicated pickleball courts.

Our involvement with the sport of pickleball is extensive. We are both USAP Certified Referees and Trainers, certified pickleball Instructors, tournament directors, and advanced competitive pickleball players. We have been involved with running USAP sanctioned tournaments in Seal Beach, Newport Beach, Carlsbad, Fountain Valley, Encinitas, Indian Wells, and Honolulu, HI.

Our greatest pride is our most recent event in November 2021, where we helped organize and run Manhattan Beach’s first pickleball tournament with almost 200 players. We also helped the tournament director for El Segundo’s December Jinglefest with similar participation.

Both tournaments utilized the respective city’s existing dedicated pickleball courts, adjacent tennis and basketball courts where temporary pickleball courts were created using tape and portable nets. These events were enjoyed by both players and spectators, many of whom may have never played in or attended a tournament.

Pickleball is a multi-generational sport to be enjoyed by youths to super seniors. The rules are simple and the game is easy for beginners to learn, but can develop into a quick, fast-paced, competitive game for experienced players.

The establishment of pickleball courts here in Redondo Beach will enhance our community health and wellness lifestyle for families and friends, couples and singles, new and experienced players of all

ages. Multi-court facilities will provide opportunities for recreational drop-in play, organized play, instruction, clinics, leagues, and tournaments.

Redondo Beach is approximately six square miles and the reality is it can take 15-30 minutes to drive from one end to the other. We strongly support the city approving the conversion of a tennis court into four dedicated pickleball courts at Alta Vista Park in South Redondo and the new construction of six dedicated pickleball courts with appropriate lighting, fencing, and seating at Aviation Park in North Redondo.

Two separate locations will spread the pickleball love to our Redondo Beach residents and surrounding communities, as well as create a consistent revenue stream for our Parks and Recreation Department from various pickleball activities. Alta Vista's adjacent tennis courts could support future tournaments and Aviation Park could join with Manhattan Heights Park to create bi-city pickleball events.

We thank the city for conducting the Feasibility Study and request that the establishment of dedicated pickleball courts in South Redondo at Alta Vista and North Redondo at Aviation Park be approved.

Sincerely,

Teri Carter
USAP Certified Referee and Registered Trainer
USAP Certified Referee Coordinator, West Region
USAP Referee Coordinator
USAP National Championships, 2021 Co-Tournament Director
PPR Certified Pickleball Pro Instructor

Shannon Carter
USAP Certified Referee and Registered Trainer
USAP Referee Coordinator
PPR Certified Pickleball Pro Instructor

Dear Mayor Brand, Christian Horvath, City Council, Mike Witzansky, Ted Semaan, Cameron Harding, and Recreations & Parks Commission,

Thank you all for your care and work for the City of Redondo Beach.

Attached you will find the Master Plan Franklin School Park dated August 10, 1989 where the residents of the neighborhood had input in the original design of the park which included:

1. No organized play areas aside from the basketball and volleyball courts.
2. Basketball hoops to be opposite facing.
3. No ballfield lights.
4. No shrubs.

The original plans for Franklin Park in 1989 still applies today to keep it they way the residents want it as is.

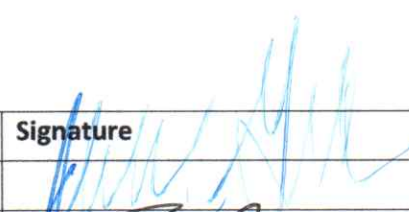
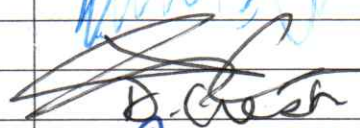

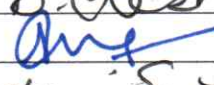
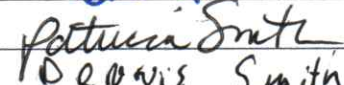
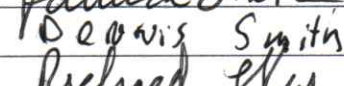
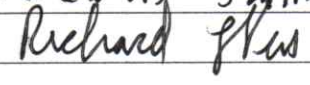
The neighborhood residents of Franklin Park and users of Franklin Park want to keep the concrete as is for the volleyball, basketball, and shuffleboard courts. All the concrete courts are already being used as mixed use, including pickleball. On weekends there is insufficient parking on both sides of the streets on the 2700 blocks of Ralston Avenue and Fisk Lane.

1. We do not want the concrete footprints of the volleyball, basketball, and shuffleboard courts to be expanded. Keep the concrete footprints as is.
2. We do not want added pickleball courts.
3. We do not want added lighting to the park.
4. We do agree that the concrete needs to be repaired and restriped.

Pickleball creates constant noise throughout the day for the residents on the 2700 block of Fisk Lane and Ralston Avenue. Adding lights would exasperate the problem. In addition, the proposed permanent pickleball courts would be a terrible fit for the pending development for the Friendship Foundation and their high touch special needs clientele.

Please keep Franklin Park as is as a mixed-use park. All the different activities of the park are great as is.

Sincerely,

Name	Signature	Date
Russell Graham		1/8/22
Vanessa Cresta		1/8/22
Domenica Cresta		1/8/22
Shobhit Chandra		1/8/22
Patricia Smith		1/8/22
Dennis Smith		1/8/22
Richard Weiss		1/8/22

Dear Mayor Brand, Christian Horvath, City Council, Mike Witzansky, Ted Semaan, Cameron Harding, and Recreations & Parks Commission,

Thank you all for your care and work for the City of Redondo Beach.

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1. No organized play areas aside from the basketball and volleyball courts.
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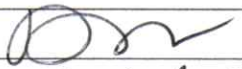




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Sincerely,

Name	Signature	Date
Desiree Vaughn		1/8/22
Khalil Sheikh	K. Sheikh	1-8-22
Bess Ton		1/8/22
Jason Chin		1/8/22
Neal Okumura		1/8/22
Rebecca Gaab	Rebecca Gaab	01/08/22
Andrew Wiese		1/8/22

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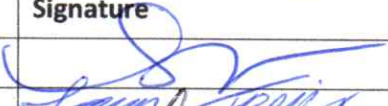
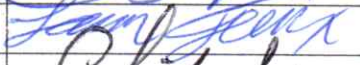
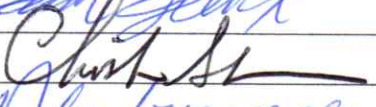
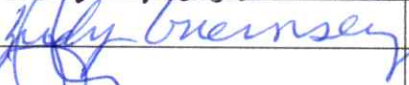

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Sincerely,

Name	Signature	Date
Marianne Carlton		1/8/22
Laurier Felix		1/8/22
CHRISTIAN TOONE		1/8/22
JUDY GUERNSEY		1/8/22
Dylan Duban		1/8/22

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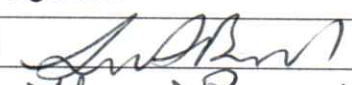
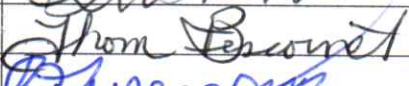
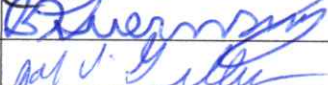
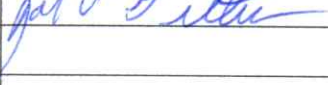
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1. We do not want the concrete footprints of the volleyball, basketball, and shuffleboard courts to be expanded. Keep the concrete footprints as is.
2. We do not want added pickleball courts.
3. We do not want added lighting to the park.
4. We do agree that the concrete needs to be repaired and restriped.

Pickleball creates constant noise throughout the day for the residents on the 2700 block of Fisk Lane and Ralston Avenue. Adding lights would exasperate the problem. In addition, the proposed permanent pickleball courts would be a terrible fit for the pending development for the Friendship Foundation and their high touch special needs clientele.

Please keep Franklin Park as is as a mixed-use park. All the different activities of the park are great as is.

Sincerely,

Name	Signature	Date
Sean Biscornet		Jan 8, 2022
Thom Biscornet		01/08/2022
Bill Greensey		01/8/22
JOHN GILLIAM		01/8/22

Name	Signature	Date
Russ Weinstein		1/8/2021
John Tholen		1-8-2022
Jennis Owen		1-8-2022
Jiali		1-8-2022
Lindsay Okumura		1-8-22
David Ramirez		1-8-22
Mich Ironi Yamaguchi		1/8-22
SEITARO ISHIDA		1/8-22
W CHEN		1/8/22
DAVID JING		1/08/22
Pearl Wang		1/8/22
TOM HENDERSON		1/8/22
Ben Tarczynski		1/8/22
Madoka Tarczynski		1/8/22
Yuri Arakawa		1/8/22
Kristy Ramirez		1/8/22
Barbara Ramirez		1/08/22
Luci Ramirez		1/8/22
Chris Ramirez		1/8/22
Kate Hairrell		1/8/22
KENNY HAIRRELL		1/8/2022
Thomas Baird		1/8/2022
Amber Bivul		1/8/2022
HERMINDA BANDA		1/8/2022
Hayna Baird		1/8/2022
Tanya Banerich		1/8/2022
Lynn Dutton		1/8/2022
Derek Hochmiser		1/8/22
Rob Foreman		1/8/22
Richie Reid		1/8/22
BAB MASAMI MATSUMI		1/8/22
DUNG V. PHAM		1/8/22
Hanh Nguyen		1/8/22
Annie Nguyen		1/8/22

Dear Mayor Brand, Christian Horvath, City Council, Mike Witzansky, Ted Semaan, Cameron Harding, and Recreations & Parks Commission,

Thank you all for your care and work for the City of Redondo Beach.

Attached you will find the Master Plan Franklin School Park dated August 10, 1989 where the residents of the neighborhood had input in the original design of the park which included:

1. No organized play areas aside from the basketball and volleyball courts.
2. Basketball hoops to be opposite facing.
3. No ballfield lights.
4. No shrubs.

The original plans for Franklin Park in 1989 still applies today to keep it they way the residents want it as is.

The neighborhood residents of Franklin Park and users of Franklin Park want to keep the concrete as is for the volleyball, basketball, and shuffleboard courts. All the concrete courts are already being used as mixed use, including pickleball. On weekends there is insufficient parking on both sides of the streets on the 2700 blocks of Ralston Avenue and Fisk Lane.

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Sincerely,

Name	Signature	Address	Date
Valette mendozn	Valette Mendozn		1/8/22
Tatiana Valle	Tatiana Valle		1/8/22
Robin Jh	Robin Jh		1/8/22
Richard Blight	Richard Blight		1/8/22
MARIA BRIGHT	MARIA BRIGHT		1/8/22
LINDA McDevitt	Linda McDevitt		1/8/22
Jordan Shanne	Jordan Shanne		1-8-22

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Sincerely,

Name	Signature	Address	Date
My Hanh	Myhanh Chuh	2700 Ralston Avenue	1/8/21
Natalie Gonzalez	Natalie Gonzalez		1/8/22
Warren C. Chu	WARREN C. CHU		1/8/22



CITY OF REDONDO BEACH CALIFORNIA

415 DIAMOND STREET
P.O. BOX 270
REDONDO BEACH, CA 90277-0270

August 10, 1989

RE: Master Plan Franklin School Park

Dear Resident,

This letter is to inform you that the master plan for the Franklin School Park will be presented to the Mayor and City Council at their August 15th City Council meeting which begins at 6:30 p.m. Council meetings are held in the Council Chambers located at Redondo Beach City Hall, 415 Diamond Street. Council meetings are also televised live on Channel 3 if you take cable television.

The design is a result of the June 17th community meeting held at the Franklin School cafeteria and the July 26th Parks & Recreation meeting to review the preliminary work of the landscape architect. The result and master plan is shown on the reverse side of this letter.

As a result of the July 26th meeting the following changes were made to the preliminary plan:

- 1) Deleted all picnic tables.
- 2) Added walkway benches.
- 3) Reoriented basketball hoops to a north-south direction.
- 4) Add a small convenience restroom.
- 5) The play apparatus will be designed for 5 to 11 year olds.

You are welcome to attend the City Council meeting and make any comments that you like. If the Mayor and City Council approve the master plan for the park, the landscape architect will immediately begin work on the plans and specifications. Those should be done in January. Allowing sufficient time for the bidding and contract awarding process, work should begin on the Franklin School Park in April, 1990. Completion should take approximately five months. If there are any questions regarding this matter please contact myself at 318-0661. I hope this park plan and construction schedule meets with you satisfaction.

Sincerely,

Ken A. Montgomery
Ken A. Montgomery

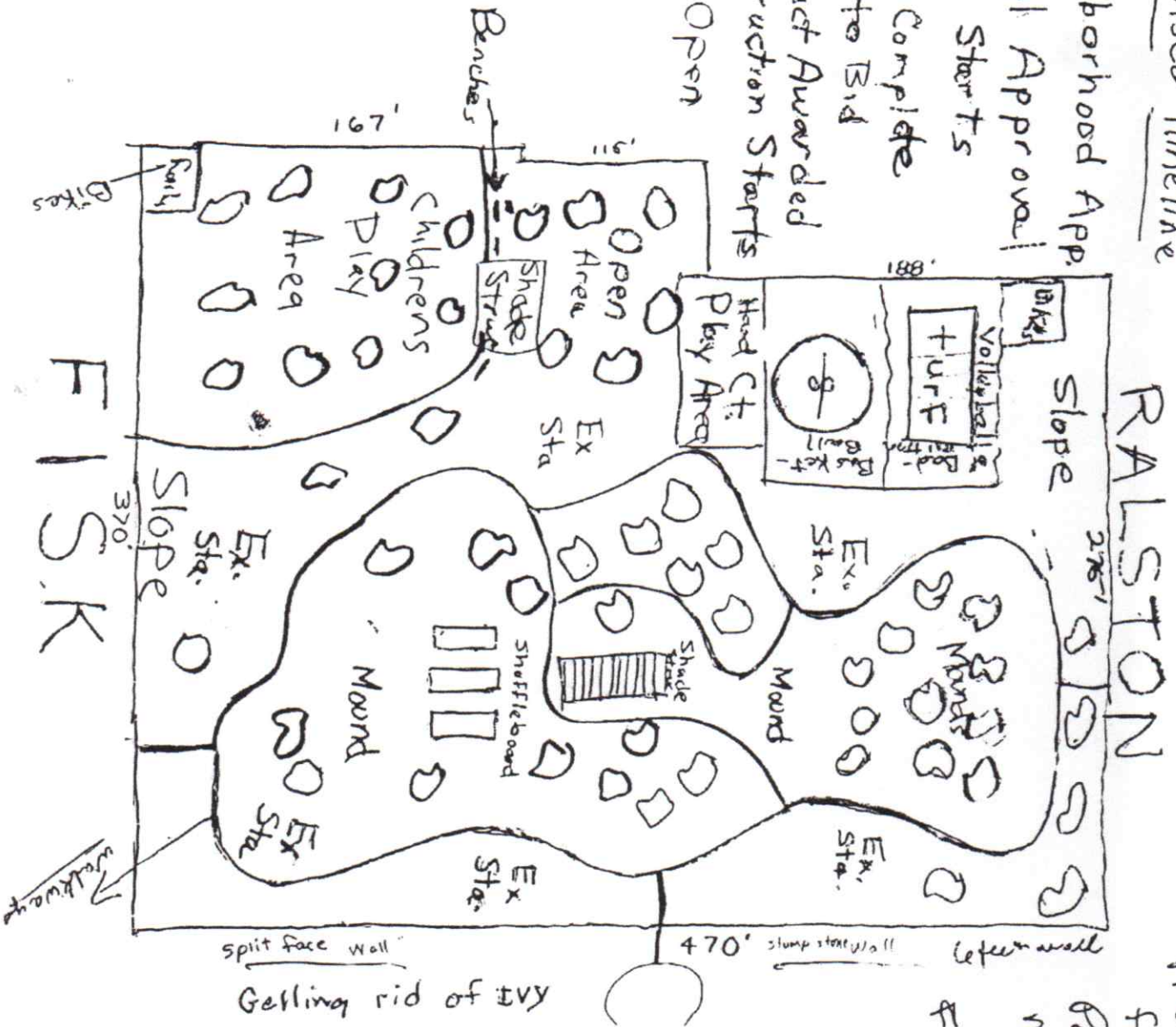
Director of Public Works/City Engineer

KAM:j11

Possible Revised Timeline

Aug. = Neighborhood App.
 Sept. = Council Approval
 Oct. = Design Starts
 Jan. = Design Complete
 (1990) Out to Bid
 Mar. = Contract Awarded
 April = Construction Starts
 Aug. = Park Open
 (1990)

Franklin Park



Proposals were from community

People at meeting on 6-12-89 at Franklin Cafe.

No "organized Play" areas

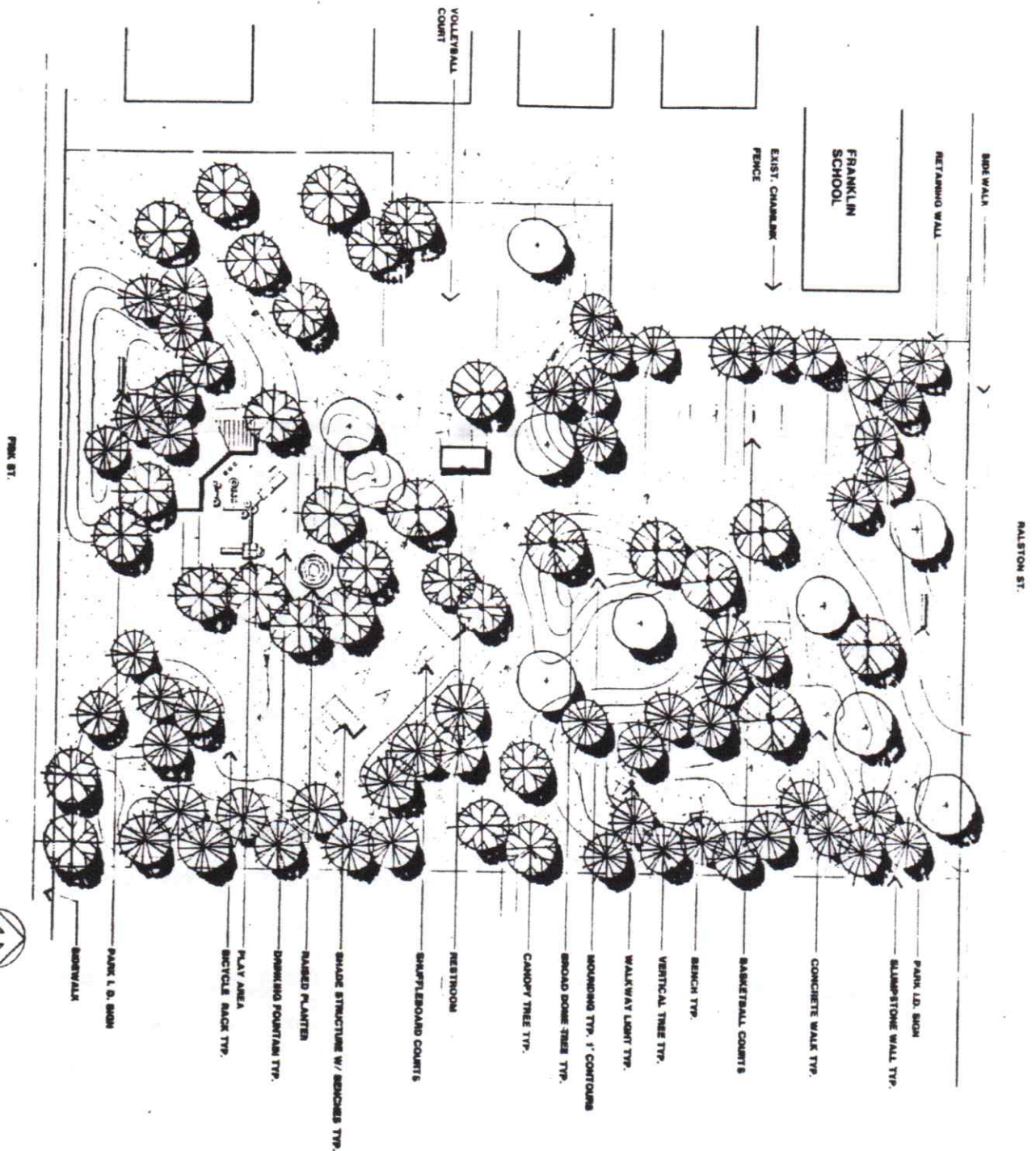
No ballfield - type lights

No shrubs

(trees & flowers)

To prevent undesirable activities

(also to make it easy for neighbors to monitor park)



NO. 20 230 11 11
LANDSCAPE ARCHITECTURE
ANNEKE CALIFORNIA
650 820-8718

MASTER PLAN FRANKLIN SCHOOL PARK CITY OF REDONDO BEACH

11-22-2021 FEASIBILITY STUDY-DRAFT

CITY RB



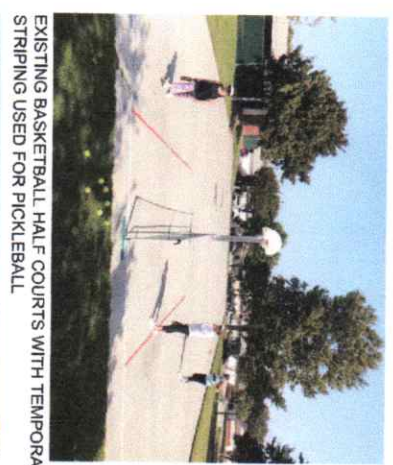
PICKLEBALL OVERLAY AND EXPANSION OPPORTUNITIES

Franklin Park

SCALE: 1"=80'-0"



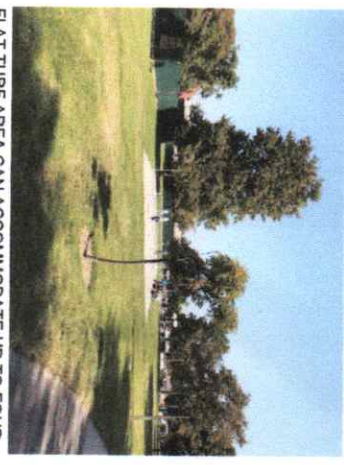
Project
Pickleball Feasibility Study
City of Redondo Beach, CA



EXISTING BASKETBALL HALF COURTS WITH TEMPORARY STRIPING USED FOR PICKLEBALL



EXISTING PICKLEBALL COURT-OVERSIZED. COURT STRIPING: 30'X60', CONCRETE PAD: 38' X 70'



FLAT TURF AREA CAN ACCOMMODATE UP TO FOUR PICKLEBALL COURTS

ESTIMATE OF PROBABLY COSTS:
Re-Stripe Existing Basketball Courts: clean existing surfacing, repair damaged concrete cracks, maintain or refresh basketball court striping and add pickleball striping in contrasting color.
*\$3,000 pickleball striping only, plus site work

New Stand-Alone Pickleball Court (per court): concrete pad, court striping, noise abatement fencing, 2 poles, 1 net, 2 benches, lighting, remove 2 trees, remove turf grass, grading to level area: ~\$3,300/court plus site work, optional sports court surfacing: \$5,000/court, 18' high sports lights: up to \$40,000/court plus \$10,000 for electrical improvements

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

FRANKLIN PARK ANALYSIS:

- 2 qty. existing basketball half-courts on 58' x 110' concrete pad in north / south orientation can be overlayed to accommodate a multi-court with 2 basketball half courts and 2 pickleball courts
- Both half-courts are currently being used for two pickleball courts with temporary taped striping
- 1 qty. oversized unlit pickleball court
- No existing fencing or sports court lighting
- Parallel street parking along Fisk Lane and Ralston Lane
- Lit paths lead to all park amenities except existing pickleball court
- Basketball/Pickleball courts located in neighborhood park. Basketball courts are approximately 156' from residences across Ralston Lane. Pickleball court is about 225' from houses across Fisk Lane and 285' from houses on Alvord Lane.
- Park Hours: 5:30 a.m. to 10:00 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

- Park is within residential neighborhood, so noise and sports court lighting could be considered an issue if people are playing at night. Sports lighting scheduled to shut off at a particular time may mitigate this.
- Existing basketball court concrete has cracks that will need to be filled and grass removed from the cracks.
- Existing pickleball court does not have an accessible path to it
- Short concrete pad to existing basketball court may not be considered accessible

Landscape Architect

MIRSECH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2241 EAST WASHINGTON BLVD., SUITE 200
PICO CA 94014-3909
TEL: 415.771.8888
WWW.MIRSECHANDASSOCIATES.COM

Pickleball Courts for Redondo

Christine Claridge

Wed 1/5/2022 8:32 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Dear Kelly,

I definitely support pickleball courts for Redondo. I also support having pickleball courts in both South and North Redondo. Ideally, Dominguez Park would have been perfect since it's in the center of Redondo but as mentioned, the ground is not suitable.

I'm 64 years old and I took up pickleball in 2019. I love the sport for exercise and socializing. Currently, I play in Torrance and Seal Beach. I heard Hermosa was residents only and Manhattan Beach wasn't as welcoming (heard it's changed for the better now). I'd really love to play in my hometown instead of traveling. When the Veteran's Park senior center was open (I participated in senior yoga and Tai chi), I would ask a staff member to bring up in his meetings getting pickleball courts in Redondo. We are the only city in the beach area with no pickleball courts.

Love Redondo and would like to play pickleball here. I have been a resident since 1987 and a homeowner since 1991.

Sincerely,
Christine Claridge

[Sent from Yahoo Mail for iPhone](#)

Pickleball in Redondo Beach

sally Davis

Thu 1/6/2022 6:22 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Hi Kelly,

I am writing in support of Pickleball in Redondo Beach.

As a resident of Redondo Beach, I play beach tennis in Hermosa Beach so your name is very familiar to me.

We would love to have pickleball courts available to us as well since the sport is growing as well.

Please put a YAY vote in for me.

Thank you
Sally Davis

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Wed 1/5/2022 10:22 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

REFERENCE: Pickleball Courts Feasability Study Report

I am 100% in support for the two locations of pickleball courts in Redondo beach. I struggle to find courts all over the place and want to give more people access to this sport so I can play more often and enjoy the great outdoor space that the cities offer, for this NEW GROWING sport.

David M Deane

Redondo Pickleball Courts

Amy

Thu 1/6/2022 6:49 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hi Kelly,

I am writing you to give you my support for the much-needed pickleball courts in Redondo Beach. It is because of Pickleball that I have made so many friends in Redondo Beach and have come to love your community. I have a home in Phoenix and one in Redondo Beach so naturally I travel back and forth. Pickleball is one of the few sports that allows a single participant to come to the courts, join in on a great physical activity and at the same time make friends and learn more about the community you may be new to. The Southbay, definitely needs more courts and having a north and south location in Redondo Beach would be ideal. The more courts the better because they will definitely be used. I so appreciate the great effort the city has put into finding the best locations, which will be a win-win for the players, homeowners, and community in general. Pickleball is a unique sport for all ages, genders and skill levels and because of this it brings a community together in so many positive ways.

Please don't delay, building these Pickleball courts will be nothing but a positive move for the city of Redondo Beach.

Thank you for your time,

Dr. Amy

Re: SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Susan Economy

Wed 1/5/2022 1:21 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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I actually live at the border of SW Torrance and South Redondo off of Henrietta behind West High School.

On Wednesday, January 5, 2022, 03:07:30 PM CST, Susan Economy <econosusie@yahoo.com> wrote:

I am a resident of Torrance, CA and I want to express my support of pickleball courts in Redondo Beach.

Thanks,
Sue Economy

Pickleball Courts Feasibility Study

George Fogelson

Tue 1/4/2022 8:52 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Sue Fogelson

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Pickleball Courts Feasibility Study Report

This is in support of pickleball courts being installed at Alta Vista Park. I live nearby and the tennis courts are rarely full. I do not believe this would impact the current tennis players and pickle ball is in demand.

George Fogelson

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Sue Fogelson

Wed 1/5/2022 7:29 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

I live in Redondo Beach 1 block from Alta Vista Park tennis courts and know that during large parts of the day and some evenings there are empty courts. As a previous tennis player and aging Baby Boomer, my body can no longer handle the rigors of tennis so I have switched to Pickle Ball. I have to wait a very long time to get a turn to play during open pickle ball hours in Torrance and Manhattan Beach Courts. There are simply not enough courts in the South Bay for Pickleball, especially now that the Baby Boomers are aging, are retired and the sport has gained popularity. Many young people are playing also. Just as there is open tennis (like a round robin) every day of the week at Alta Vista, it is only fair to also have open pickleball. A fee can be charged and the hours can be limited to times when the tennis courts are slow and to protect the neighbors from the ping ping sound. In addition courts are needed at the north end of town as the courts in Manhattan Beach are very impacted, with long waiting times.

I support Pickleball courts in Aviation Park and Alta Vista.

Sincerely,

Susan Fogelson

Pickleball courts

Angela Fontana

Thu 1/6/2022 10:37 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Please consider adding 4 pickleball courts to the Alta vista courts. I have been a resident of Redondo Beach for 25 years and in the last 2 years have enjoyed playing the sport of pickleball. I live on Avenue A so this would be super convenient for me and would bring the community together even more for some great pickleball playing. Thank you.

Angela Fontana 

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Penny Ford

Wed 1/5/2022 9:52 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Pickleball Courts Feasibility Study Report

We desperately need pickleball courts in Redondo Beach. I am a retired senior and pickleball is a great activity for me. I have made many friends and gotten much more active since beginning to play pickleball. Unfortunately, that means I have to drive to other cities in the South Bay to play, since there are no facilities in my own city.

Playing at Walteria Park in Torrance was a great place to get started, but the wait time is long and there are often 50 plus people trying to play on 4-6 courts! I've played at Wilson Park as well, but that is even further to drive. Open play in El Segundo and Manhattan are fine, but I'd like something closer to home.

I understand Alta Vista and Aviation parks are under consideration. The revenue the city could make from having a reservation system and maybe even Rec and Parks classes would be considerable if you have a set of dedicated pickleball courts.

Please support Pickleball in Redondo Beach.

Penny Ford

Redondo Beach Resident

Regarding Pickleball courts in Redondo Beach

Greg francis

Sun 1/9/2022 5:37 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

Hi! Greg Francis here... Redondo Beach resident going on 12 years. Spent my life playing basketball but when my knees gave out, a friend of mine from the midwest mentioned pickleball to me. Sounded like a silly sport - but when he forced me to try it, I was hooked.

I found the group that played pickleball in Manhattan Beach - and started playing 3-6 times a week there. I couldn't get enough of the sport - and more importantly - the people I met there who have become like family to me.

I was part of the group that worked very hard with Hermosa Beach City council to get courts set up there - and played there almost every day.

I never understood why MB, HB and Torrance all had dedicated pickleball courts, but Redondo did not. I was always thankful for a place to play - but sad that as a Redondo resident, we never had a place of our own.

During the pandemic, everything was closed and I started a group that played at Perry Park. It was a small group of 5-6 people and we chalked lines on the basketball court and brought our own nets and we played there every single day for a year. It was the only thing that kept me sane during COVID. I was surprised by how many people would recognize me around town (my hair was pretty long during this) and would ask me if I was part of that group at Perry Park and what was that sport and how happy they were to see a group of "older" people out playing sports every day.

Because we have no place of our own, my truck has become a mobile pickleball vehicle. I have about 20 dog fences and 3 nets I carry and set up everyday to keep our balls from getting in everyone's way - and it's a lot of work! Man it would be great to have some dedicated courts so my wife can have some room in the truck for groceries instead of pickleball stuff...

This is the great thing about pickleball. As you get older - you can play. Guys and girls can play on the same court. All ages can play together - because its equal parts physical and mental. And it's just so much fun and easy to pick up... but difficult to master. It's also the most social sport I've ever played. My pickleball family is really the people I'm closest with here in the south bay - outside of my wife and kids.

With HB limiting play right now - I could not have been happier to hear that we might be getting courts in RB. When the assessment team came by Perry Park, we talked with them about what we hoped would happen - and it seems they came to the same conclusion we were pushing for:

We would love to have the 6 dedicated courts at Aviation Park. This would be a huge destination spot that would bring in players from all over the south bay. This sport is growing by leaps and bounds and we are always running out

of places to play. Having 4 courts at Alta Vista is a great immediate solution - but getting the courts at Aviation we really hope will be the goal.

I love Redondo and the people here. I love our way of life - and that where we live allows us to go outside and exercise and have fun almost everyday of the year. Pickleball is only going to get bigger and attract more people and it's about time our city caught up with this.

I am super excited to see the city of Redondo throw their hat in the pickleball ring. I wanna see us be leaders here in the South Bay...and putting in these courts are gonna be great for the residents - but it's gonna bring in a lot of people from other cities too - people that will buy gas at our stations, eat at our restaurants, and shop at our stores. This will be good for our city.

Can't wait to get out and hit the ball on a court in our town. Thanks so much for considering this and we are really excited about seeing this come to pass.

Greg Francis
Redondo Beach Resident

Fwd: Pickleball Courts in Redondo Beach

Tami Fukuda

Sun 1/9/2022 8:07 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Susan Higgins ·

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

iPhone からです.

Begin forwarded message:

From: Tami Fukuda <vbinrb@gmail.com>
Date: January 9, 2022 at 18:50:36 PST
To: Kelly Orta <korta@hermosabch.org>
Cc: Susan Higgins <shiggins31@icloud.com>
Subject: Pickleball Courts in Redondo Beach

Hello Kelly,

My name is Tami Fukuda and I have lived in Redondo Beach for over 20 years.
I am in support of building permanent pickleball courts in our city. We have an exploding group of pickleball players all around the country, and the Southbay is no exception.
Please consider this, as most of our neighboring cities have courts, and it would behoove Redondo to build their own as well.
Thank you for your consideration.

Sincerely,
Tami Fukuda
Redondo Beach resident

iPhone からです.

Support for Pickleball Courts in Redondo Beach

Beth Fusco

Wed 1/5/2022 12:16 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

To: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

RE: Pickleball Courts Feasibility Study Report

I am a homeowner and resident of Redondo Beach and I am writing to express my support for dedicated pickleball courts in Redondo Beach, preferably 4 pickleball courts at Alta Vista Park and 6 pickleball courts at Aviation Park. My husband and I have recently become avid pickleball players without having any racket sport in our backgrounds and could not imagine our life without it, as it has completely changed our lives both physically and socially! We are relatively new to the south bay and this sport has opened our world to the most wonderful group of people and sport. Pickleball brings together people of all ages, genders, backgrounds and abilities. Unfortunately, we find ourselves having to travel outside our city of Redondo to play and build community.

It is no secret that pickleball is the fastest growing sport -- from teens to seniors -- and the need for courts desperately needed. Adding dedicated pickleball courts in Redondo will be an investment worth its value for years to come.

Thank you in advance for making pickleball a part of Redondo Beach!

Sincerely,

Beth Fusco - Redondo Beach homeowner and resident

Dean Fusco - Redondo Beach homeowner and resident

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Dean Fusco

Fri 1/7/2022 5:16 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

I am writing to express support for PickleBall courts in Redondo Beach for two specific reasons (i) personal interest and (ii) community stature.

(i) On the personal side, I put away my golf clubs in May '21 as I was frustrated with tee times and switched to pickleball. I will spare the details with how hooked I am, but will stress the social aspect is surprisingly strong and quite a "community". I have met several friends DESPITE having to travel to Wilson Park (that is quite a nice facility and environment. The downside is wait time and 20 travel time that I deal with. Having courts in Redondo would be fantastic and expand the pickleball community in Redondo.

(ii) The pickleball community is quite social (not drinking social) but kind, open, giving, and respectful. I noticed this when I travel for business and play across the country. Pickleball is an upward trend and would offer more another outdoor activity for the community. Expanding access would be yet another reason to make Redondo a more attractive place to live (tax revenue, best place to live in southbay, etc). The pickleball community does not attract riff raff...

If anyone says the noise of a pickleball would be problematic probably complain about cars in the parking lot and should not live near a park.

Lastly, I have lived in many cities across the US and moved to RB 4 years ago with my family. My property taxes are \$30K a year and always aware of new initiatives at RB. This is a no brainer.

Best,
Dean Fusco

REDONDO BEACH PICKLEBALL

IT'S TIME!

*SLIDES AND INFORMATION PREPARED BY DESIREE GALASSI, WITH CREDIT TO
TONY SENIOR, CARSON PICKLEBALL FOR PHOTOS OF PLAYERS*

PICKLEBALL: North America – 4.2 Million Players

One of the fastest growing sports in the USA! Over 8,500 locations!





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VANITY FAIR

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FROM THE MAGAZINE NOVEMBER 2021 ISSUE

How Pickleball Won Over Everyone From Leonardo DiCaprio to Your Grandparents

The addictive tennis-Ping-Pong hybrid might be the last thing red and blue Americans can agree on. "I literally want every person in the world to play this game," says one convert.

BY CRAIG COYNE
OCTOBER 31, 2021



The Today Show

<https://www.today.com/video/today-anchors-t-ry-pickleball-17>



ON THE SHOW

COVID-19 & KIDS

SHOPPING

HEALTH

PARENTS

FOOD

TRENDING



The Kelly and Ryan Show!

<https://youtu.be/IS6PZXLuBGw>



#pickleball #LWKR #KellyandRyan



655

"Pickleball is growing at an almost unprecedented rate in the history of American sports"

Boston Globe 9/24/21

"If you are not currently a pickleball fanatic, you probably know someone who is, because it is growing at a rate that is almost unprecedented in the history of American sports, and it's not just for retirees anymore."

Boston Globe 9/24/21

"Schools across the nation are adding pickleball to their phys-ed curriculums. The stage is set for a vibrant youth movement in years to come."

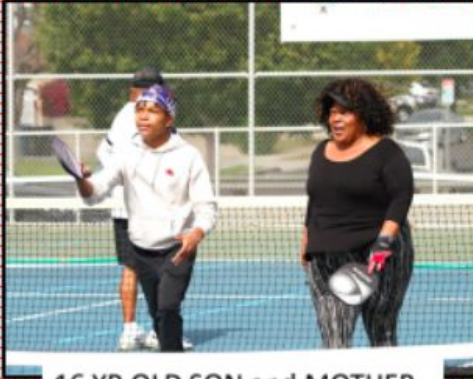
Vanity Fair 11/21

ACCESS FOR ALL AGES, ALL ABILITIES, FAMILY ORIENTED, COMMUNITY BUILDING

**MAKE A WAY FOR ALL
TO PLAY**



13 YR OLD SON and FATHER



16 YR OLD SON and MOTHER



PARA-PICKLEBALL



60+ and 16 YR OLD



WIFE and HUSBAND

Pickle ball

Joanne Galin

Sun 1/9/2022 8:34 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hello Kelly,

I'd like to offer my wishes for Pickleball in redondo beach.

Pickleball is a great activity for all ages. There are not enough courts in the surrounding cities. Not only is it a great way to exercise, it's social too.

I would like to advocate for Pickleball courts in both S & N Redondo.

Thank you,
Joanne Galin
Redondo Beach

Sent from my iPhone

Pickleball Feasibility Study - Franklin Park

Fernando Garcia

Mon 1/10/2022 10:40 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Hello Mrs. Orta, I hope this email finds you all well. I'm aware there is a proposal to support pickleball courts at several sites in Redondo Beach. I wanted to share observations from the perspective of a family that lives across the street from Franklin Park (2710 Fisk).

In short: I urge the city to consider solutions that allow flexibility so people who don't play pickleball can still make use of our park spaces.

Currently, at Franklin, there are several temporary striping set-ups on the basketball courts and the concrete pad, allowing people to bring their own pickleball net and play. This allows pickleball players to enjoy their sport, but also allows flexibility for other park visitors who play basketball on the basketball courts, or use the concrete pad for a variety of activities, including soccer, tennis, ride bicycles/scooters or play with RC cars. This arrangement works well and allows flexibility for many people with different needs to use the space for a variety of activities.

One of the options in the current proposal for Franklin is to build 4 permanent pickleball courts where the concrete pad currently sits, along with lighting; this option also consumes a fair amount of green space to its south.

I urge you to disregard this option. Devoting the area to only pickleball players would disallow anyone else from making use of this space. The concrete pad may appear unused and may be in a poor state of repair but it, and the space around it, are used quite often for a variety of purposes.

Building 4 pickleball courts here would also introduce parking problems, as Franklin does not have a dedicated parking lot and existing pickleball players already consume most of the street parking along Fisk. Once the Friendship Foundation is up and running, Fisk and our surrounding streets will already suffer from increased congestion and parking pressure; adding 4 permanent pickleball courts would make this decidedly worse.

Additionally, the amount of noise from 4 ongoing games would be disruptive, especially if lighting is added, allowing players to play at night. A lot of us work at home due to the pandemic, and may even continue working from home once the pandemic is over; the noise level at the park will be unacceptable.

There is already striping on the basketball courts and the concrete pad, and it seems to serve pickleball players just fine, as well as letting kids use these spaces when they're free. Please keep things as they are.

Thank you,

--Fernando Garcia

Dedicated Pickleball Courts in Redondo Beach

Lisa Grant ·

Sun 1/9/2022 10:18 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Dear Kelly,

I am hoping that the we will be able to have permanent Pickleball Courts at Alta Vista Park and Aviation Park. This is a wonderful sport and every week I see Facebook posts from people requesting information about lessons for beginners. If we had more courts available, we could offer more courts for the different levels of play, which would help with some frustration on the courts. Thank you for your time & support.

Lisa Grant
Redondo Beach, Ca

Sent from my iPad

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Theresa Hardesty

Wed 1/5/2022 2:17 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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**To: Recreation and Parks Commissioners and Kelly Orta, Community Services
Senior Management Analyst**

REFERENCE: Pickleball Courts Feasibility Study Report

I am in support of the Pickleball courts in Redondo Beach. This is the fastest growing sport. What is so great about it is that it is for all ages and even seniors. Moving our bodies in recreation activities keeps us young and in better shape as we grow old. I played with an 84 year old woman the other day. She had 2 knee replacements and some shoulder surgery. She missed a ball and said oh I can't get that one, but boy she could play a good game. I said I sure hope that I am moving on the court at 84! The game is a great fun way to get exercise and be social. I LOVE LOVE the game at 59 I am feeling pretty darn good playing competitive ball. It is Super fun and if YOU haven't tried it you should. It's a game EVERYONE can play athletically or not. It is easy to learn at different levels. No one is excluded in this game! Revenue can be made by hosting tournaments, leagues, and classes.

Please consider putting 6 dedicated pickleball courts at Aviation and 4 at Alta Vista. As Redondo does not have any courts as of now and it sure would be nice to play in our city we live in.

Thank you for your time and appreciate you looking into this.

Sincerely,

Theresa Hardesty
Redondo Beach Resident for 59 years

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

SUSAN HIGGINS

Fri 1/7/2022 11:00 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hi Kelly,

Please use this email. I made a correction to a typo in the 7th paragraph.

Thank you,

Susan Higgins

Begin forwarded message:

From: SUSAN HIGGINS

Subject: SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Date: January 7, 2022 at 10:41:20 AM PST

To: Kelly Orta <Kelly.Orta@redondo.org>

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

My name is Susan Higgins and I am a Redondo Beach resident and home owner of 31 years. I was introduced to the sport of pickleball about 7 years ago and quickly became hooked. It's a fun, social, easy to learn (but hard to master), active sport that all ages can play and it is great exercise.

The explosion in popularity of pickleball in the last couple of years has highlighted the shortage of pickleball courts in the Beach Cities, particularly in Redondo Beach which currently has no pickleball courts.

In early July 2020, a subgroup of Redondo Beach resident pickleball players submitted a "position paper" email to the City of Redondo Beach (Mayor, 5 Councilmembers and Community Services Director) requesting the City to support establishing at least 6 dedicated pickleball courts and to move out on the pickleball courts location(s) Feasibility Study. We had recommended the Study include Aviation Park and Dominguez Park and look at Alta Vista Park at least for striping a tennis court for 4 pickleball courts in the near term.

I was pleased to see that the architects completed this pickleball courts locations Feasibility Study. From reading their report and the Community Services Director's Administrative Report, the two highest potential locations for dedicated pickleball courts are Aviation Park (6 courts) in North Redondo and Alta Vista Park (4 courts by conversion of one tennis court) in South Redondo. After reviewing the engineering assessment of Dominguez Park, it's understandable that this is not a suitable location for pickleball courts.

Regarding Alta Vista Park, I recognize that the architects included constructing a 5th standalone pickleball court on the grass area adjacent to tennis court no. 1 but I do not believe that is a worthwhile effort because the money needed for this 5th court would be better spent on the tennis court conversion which would require not

only the work stipulated in the architects' report but also adding additional fencing to close the wide gap between the two tennis courts and the addition of acoustiblok/acoustifence lining (noise reducing fences) all around this converted tennis court for noise mitigation purposes. It's fortunate that all 8 of these tennis courts at Alta Vista Park have separate entry/exit gates which facilitates adding the additional fencing to enclose the 4 pickleball courts. The tennis players currently have 8 courts at Alta Vista Park and 2 courts at Anderson Park. Reducing their number of courts by 1 should not be an issue and it would give the resident, tax paying pickleball players courts to play on.

I understand (with City Council's approval) that establishing 4 dedicated pickleball courts at Alta Vista Park in South Redondo could be accomplished in the near term and support this location. But 4 pickleball courts will not come close to providing the resident players with an adequate number of courts.

I am requesting that the City also approve proceeding with the construction of 6 dedicated pickleball courts at Aviation Park in North Redondo. This is an "ideal location", would not displace any other sport, sits far away from residential homes and the land area is large enough to accommodate 6 courts with lighting, fencing, and seating. It is clearly recognized that this is new construction and would require time and money but I believe the pickleball players (myself included) would be supportive of this project given the end result of 6 new dedicated courts. And, with the City's approval of 4 dedicated courts at Alta Vista Park in the near term, there would at least be some pickleball courts available to the resident players of Redondo Beach.

It would have been fortunate if a central location in the City had been identified for at least 6 dedicated pickleball courts such as Dominguez Park. But given the landfill and power lines, the very high cost and certainly very high maintenance costs, this central location should no longer be considered.

Without a central location, it is highly desirable that dedicated pickleball courts be established/constructed at both South Redondo and North Redondo to better serve all City players. This is similar to what the City has already approved relative to construction of a skate park at the Pier in South Redondo and a skate park at Perry Park in North Redondo. Also, tennis players have courts at Alta Vista Park in South Redondo and courts at Anderson Park in North Redondo.

I thank and appreciate the City moving out on the Feasibility Study and focusing effort on establishing dedicated pickleball courts in Redondo Beach. Hoping for a very positive outcome and looking forward to being able to play my sport in my city of residence!

Respectfully submitted,
Susan Higgins
Redondo Beach Resident

Permanent Pickleball Courts in Redondo Beach

Kelvin Hodrick

Wed 1/5/2022 7:44 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hi Kelly,

I'm writing this brief letter to give my support for permanent pickleball courts in Redondo Beach (preferably 4 pickleball courts at Alta Vista Park and 6 pickleball courts at Aviation Park). Pickleball is a great sport that's for all age groups, genders and easy to learn. Everyone who plays has a great time and it builds camaraderie in the community.

Thank you,
Kelvin Hodrick
Supporter

Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

Dzana Homan

Mon 1/10/2022 12:56 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Susan Higgins

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TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

Thank you for taking the time to review my feedback regarding a long-standing effort to establish pickleball courts in Redondo Beach.

I have been a resident and homeowner of Redondo beach since 2001. I was introduced to pickleball in July 2020 here in Redondo Beach on a makeshift pickleball court. Like for many, it was "love at a first play ."This game helped many friends and me survive Covid 19 lockdowns and the isolation that visited us all. While people of all ages play this game, there is a healthy and unprecedented representation of older citizens and long-time Redonod taxpayers.

Our numerous local players are visible and active in social media groups on Facebook, NextDoor, MeetUp, etc. I am grateful that you invested and identified Alta Vista and Aviation Park as Feasible locations. While you are now considering one of those two locations, it is essential to consider building on both sites. It is straightforward; we need to invest and support our citizens who have invested in this community for decades. I urge you to vote for building ten pickleball courts to see a wonderful and meaningful return on investment measured in the health and happiness of our citizens.

If you have any questions, please feel free to contact me.
Warmest regards and best wishes in a new 2022!

Dzana Homan

Dzana Homan

Pickleball

Elizabeth Kaszas

Mon 1/10/2022 10:09 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

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hello,

My husband and I live across from Beryl elementary school, and really enjoy playing pickle ball. The lack of courts in in the city has been very disappointing, and we hope that we can get courts into the city as soon as possible.

Thank you for your consideration,

Elizabeth Kaszas

Pickleball

EASYN Net USA

Sun 1/9/2022 3:00 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hello Kelly,

OMGoodness .. let's put Redondo Beach on the Pickleball map!

Very exciting game and growing fast!

Alta Vista only needs to convert one tennis court into 4 pickleball courts.

All neighboring cities have Pickleball... It's our turn!

Thank you so much!!

Nancy Kritzler
South Redondo



Pickleball Courts for Redondo Beach

Joe Leibfried

Thu 1/6/2022 11:55 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Wendy Rudicl

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To Kelly Orta, Redondo Beach Community Services

I am a Redondo Beach resident owning a home at 1911 Dufour Ave, Unit B since 2014. I am writing to you in support of adding dedicated pickleball courts within the City of Redondo Beach. As the game is growing in popularity so rapidly partially due to its appeal to people of ages from 8 to 85+ our city needs to meet the demands of the residents. Please let me know if there is anything I can do to help move this endeavor forward. Many of us in Redondo Beach are willing and able to assist.

Sincerely,
Joe Leibfried

In support of Pickleball Courts in Redondo Beach

Kelley Mayeda

Sun 1/9/2022 12:25 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

📎 1 attachments (5 MB)

Pickleball Article Summer 2021-Mayeda.PDF;

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Hello Kelly. My family lives in North Redondo Beach on Voorhees Ave. My parents have owned this property for more than 20 years. Since it's 2 on a lot, my mother, sister and her family live in the back house. My family lives in the front house.

We would absolutely love and use pickleball courts near the Aviation Gym.

My whole family loves and plays pickleball...even my 86 year old mother, Lou McCauley. We love seeing her outside, keeping in shape, playing with her friends. Pickleball is an amazing sport for all ages and that spot by the gym sure seems like it would be absolutely perfect! I

Pickleball is the fastest growing sport in America!

Below is an article (also attached) published in the Torrance Memorial Hospital Magazine about Pickleball and my multi-generational family of pickleball players....this is how important the sport is to our family.

Thanks so much for your time on this!!!

Kelley Mayeda

PICKLE RELISH



Posted on Aug 3, 2021

Under lockdown, Americans of all ages have been spicing things up with a fun new pastime.

Written by Diane Krieger / Photographed by Steve Taylor

Lara Marmelstein had been a highly ranked (5.0) tennis player for more than 30 years when a buddy introduced her to a new racquet sport with a silly name: pickleball. The 54-year-old nurse from San Juan Capistrano was instantly hooked.

“I love, love, love, love pickleball!”

Marmelstein gushes. “I love it so much that I gave up tennis. I look forward to playing pickleball until I’m 100.”

She means that literally. With its compact court and low-force volleys, pickleball is senior-friendly and uniquely well-suited for intergenerational play.

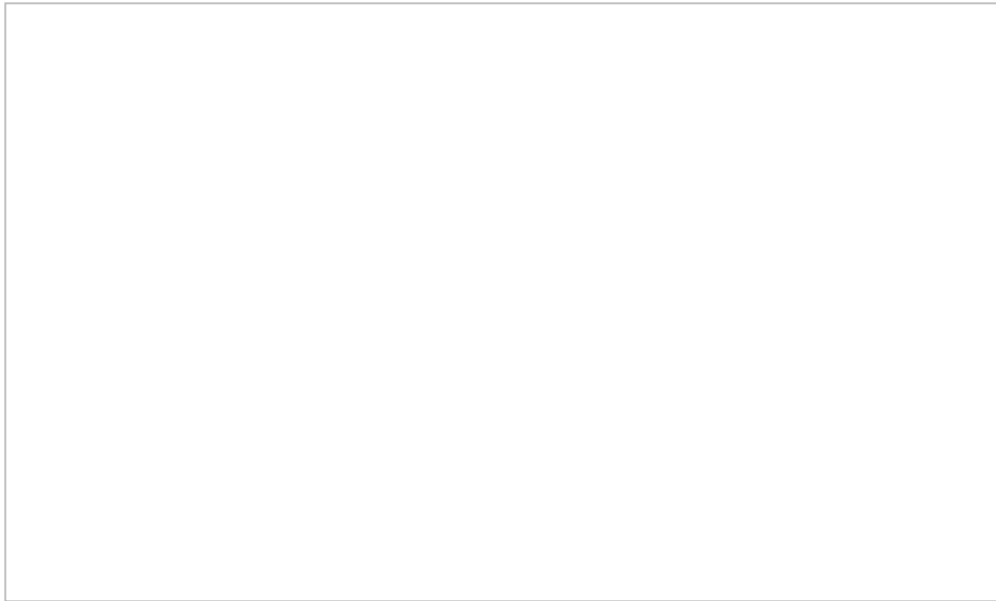
“There’s less emphasis on running than in tennis. You can sort of hop over to one side or the other. That’s why older people and children can play,” says Marmelstein, who took up pickleball in 2015.

She had no trouble selling her 85-year-old mother, Mary Lou McCauley, and sister

Kelley Mayeda on the sport. The fever quickly spread to Mayeda’s adult sons, Mac and Jacob, and Marmelstein’s own adult children, Mitchel and McKenna. Another sister, Marlo Blandford, and brother-in-law Johnny have since embraced the family pastime.

Marmelstein, who worked at Torrance Memorial for a decade before moving to Orange County in 2000, returns to the South Bay every week. By long-standing tradition, she and her siblings, their spouses and offspring gather on Thursdays at mom’s house in Redondo Beach for “family night.” Then bright and early Friday morning, these self-described “pickleheads” take to the courts at Manhattan Heights Park or Hermosa Beach.

“It’s such a neat thing that I can play with my 85-year-old mom and my 30-year-old nephew. I could never do that in tennis,” says Marmelstein, who plays pickleball five times a week. Her skill-level rating is 4.5 on a scale of 6. Pro level starts at 5.5.

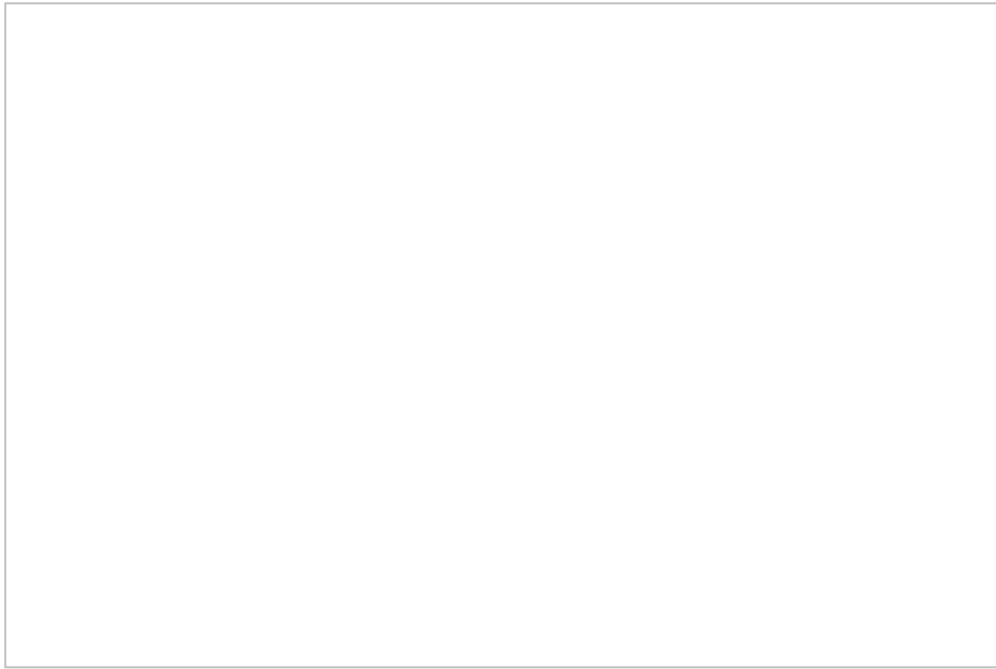


Marmelstein's three-generation, pickleball-loving family is part of a trend sweeping the nation. According to the Sports & Fitness Industry Association, pickleball grew to 4.2 million players in 2020—up from 3.5 million in 2019. That's just in the United States. Forty-eight other member countries belong to the International Federation of Pickleball, which aims to take the sport to the Olympics.

Already one of the fastest-growing sports before the pandemic, pickleball exploded in popularity as rec centers, health clubs and public parks closed for much of the year. "You can play pickleball anywhere, really. People play in their cul-de-sacs. That's what we did throughout COVID-19," Marmelstein says.

All you need is a 20-by-44-foot paved surface, sidewalk chalk, a portable net, paddles and the sport's signature plastic ball resembling Swiss cheese. (A starter kit of four paddles, balls and net will set you back about \$100.)

Combining elements from badminton, tennis and ping-pong, pickleball is played on a badminton-sized court (or one-quarter of a tennis court) using a net that is near tennis height.



“It’s super easy to learn,” says pickleball enthusiast Steve Taylor, 53. “A single lesson is enough to start you playing.” Taylor’s sport of choice before he got bitten by the pickleball bug had been volleyball—but he’s an outlier. Four of five pickleball players come from tennis or other racquet sports, he says.

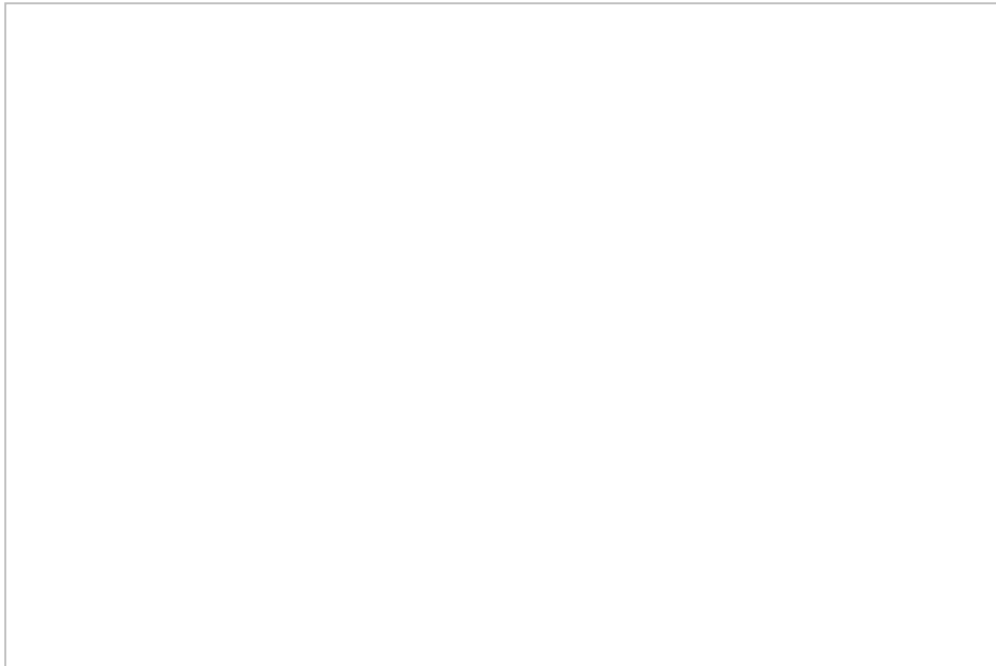
A professional videographer, Taylor discovered the game while filming content for the Pickleball Channel on YouTube in 2015. Since then, pickleball has taken over his professional and personal life. Now nearly all his clients are pickleball organizations. “The sport is blowing up. Everybody needs photos and video,” he says.

When he isn’t shooting tournaments, pro tours or feature articles for Pickleball Magazine, Taylor is usually swinging a paddle. He plays six days a week, three to five hours a day, across the South Bay and Orange County. He also teaches private and group lessons on various local courts. “I’m just heavily addicted,” he says, laughing.

What makes pickleball so addictive? “The secret sauce—and the reason the intergenerational stuff works—is because pickleball is very easy to learn, very easy to play and it’s super social,” Taylor says.

The social aspects are baked in. The small court size encourages chit-chat between partners and opponents. A single-match rule in drop-in open play promotes ever-changing player combinations because a new foursome takes the court after each set. A paddle queuing system keeps track of who's up next. If you show up alone, your paddle is randomly paired with another in the queue, sparking new friendships.

“That’s what makes pickleball so great. I love all the people I get to interact with,” Taylor says.



Pickleball Pros

Don’t be fooled by pickleball’s ease of play. As one grows into the sport, strategy and technique become crucial—which is why hard-bitten competitors like Marmelstein and Taylor can never get enough.

“If you play it well, you’re moving all the time,” says Marmelstein. “It’s exhausting. Just watch some pro videos and see how fast and accurate and athletic they are—what amazing hands they have!”

The sport currently has three major tournaments: Margaritaville USA Pickleball Nationals at Indian Wells, California; the US Open in Naples, Florida; and the Tournament of Champions in Brigham City, Utah. Two pro tours—one with 18 stops, another with 12—pay purses up to \$125,000, and top players clear more than \$200,000 a year between winnings, brand sponsorships and clinics. Level Up, one of the sport’s premiere academies, runs three-day training camps in 90 cities.

Tournament age brackets go from preteens to seniors. One of the world’s top pro players is 14-year-old Anna Leigh Waters of Delray Beach, Florida.

Pickleball History

Pickleball was invented in 1965 by Joel Pritchard, a six-term U.S. congressman from Seattle, at his vacation home on Bainbridge Island, Washington. He and two other dads created the sport as a way to entertain their kids who complained of having “nothing to do.”

According to the Pickleball Hall of Fame, the sport was possibly named for the Pritchard family dog, Pickles, who absconded with stray whiffle balls. By another account, the name was coined by Pritchard’s wife, Joan. The mash-up of three racquet/paddle sports reminded her of “pickle boats” in crew, where oarsmen are chosen from the leftovers of other boats.

Support for Dedicated Pickleball Courts in Redondo Beach

Lisa Meenan

Fri 1/7/2022 4:28 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Please consider establishing four (4) dedicated pickleball courts at Alta Vista Park in South Redondo as well as constructing six (6) dedicated pickleball courts at Aviation Park in North Redondo. This sport as you know is growing so fast and there just aren't enough courts in the South Bay. It was disappointing that there are only 2 usable courts in Hermosa Beach and no Open Play right now. Manhattan Beach has allowed open play on the weekday mornings although there are long waiting times. I have since joined West End tennis club which turned one tennis court into 4 permanent Pickleball courts. I understand the tennis players at Alta Vista are concerned about losing 1 court which would accommodate 4 Pickleball courts but I think you will find that many of the tennis players will become Pickleball players as well as that happened at West End Tennis club. Also there is a need for Open play hours even if you have to charge a small fee. Thank you for your consideration.

Lisa Meenan, Hermosa Beach USA Pickleball Ambassador

Pickle ball courts

Megan Mercer

Thu 1/6/2022 3:50 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hi Ms. Orta,

I am writing to let you know we would love more Pickle Ball courts in North and South Redondo Beach. It is something that is good for us, physically, and exercise the whole family can do. I live in North Redondo, and I am a newbie learning to play pickle ball. After back and neck surgery, I am looking for more ways to exercise and have fun outside.

Sincerely,

Megan Mercer

From

North Redondo

Sent from my iPhone

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Sun 1/9/2022 12:26 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

My name is Lisa Michelle and I am a Redondo Beach resident and home owner for 7 years. I fully support the initiative for Redondo Beach to build multiple dedicated Pickleball courts. There is a great community of Pickleball players here in Redondo Beach and they welcome everyone regardless of our skill levels. We just don't have a place to meet up and play.

Finding and learning the sport of Pickleball has been a wonderful experience for me. It is a positive supportive encouraging sport where residents can socialize, exercise, and meet new people that become lifelong friends. The best part is that this sport is accessible to individuals of all ages; and I look forward to many decades of improving my game and building my social network in my community.

Please approve this initiative to build courts in Redondo Beach.

Respectfully,
Lisa Michelle
Redondo Beach Resident

Redondo Pickleball Courts

Thu 1/6/2022 7:59 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hi,

I am Michael Moran from Manhattan Beach. I do support your plans for pickleball courts at Alta Vista and at Aviation adjoining the gymnasium. I can tell you they are sorely needed in RB since we "urban pickleball players " have so few facilities and the sport continues to grow at an incredible pace.

Personally, playing pickleball has helped me recover from a recent heart attack, and my continued participation should insure I avoid another.

Thank you for your good work.

Sent from my Galaxy

I support Pickleball in RB

Shaun Morey

Wed 1/5/2022 1:07 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

I am a homeowner in Redondo Beach and I play Pickleball. Currently RB residents must drive to PV, Hermosa Beach (if we know a resident pickleballer), MB, and even El Segundo. Pickleball is taking the state by storm, and RB is falling behind. Please make it easier for us to play Pickleball in Redondo Beach.

Thank you,

—Shaun Morey

Pickleball Study

Jim Mueller

Sun 1/9/2022 4:52 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hi, Kelly,

I am an experienced pickleball player who now plays at Manhattan Beach Manhattan Heights location, which has three dedicated courts and four co-use courts.

Following are my views on the Redondo study.

1. If only one set of courts can be built, it would be fair to have them equally accessible to both North and South Redondo.. This eliminates the Aviation, Anderson, Perry Park and Alta Vista sites.
2. Proximity to residences and the peculiar, sharp noise made when the racket meets ball has been a thorn in the side of Hermosa Beach. They now restrict play to abate the problem.
3. More than four courts to start with is overkill.
4. Co-use on tennis courts is satisfactory to support recreational play In addition, co-use fosters positive social interaction. Stand-alone courts can always be added if the sport proves massively popular in Redondo Beach. Co-use has lowest initial cost. However, co-use requires portable equipment which must be set up, taken down and stored. I didn't see any on-going costs in the study for that.
5. Night play would be good to accommodate taxpayers who work and need to recreate in the evenings.

Thanks for your attention.

Jim Mueller

Pickleball courts

Marcus Pierce

Wed 1/5/2022 6:58 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hello Kelly

I am writing in support of Pickleball courts in Redondo Beach. It's long overdue.

I strongly support the tennis court conversion at Alta Vista which would be a great first step and short term solution as new construction at aviation Park would take considerably longer but also needed.

I don't need to go into all the health and social reasons why I think Pickleball is beneficial.

There's no doubt that Redondo Beach restaurants and businesses would benefit from adding Pickleball courts to their city. Redondo Beach has been way behind the curve and the residents deserve to have their own courts in their own city.

By the way, the best Pickleball players are all tennis converts. So while they may complain if one court is converted at Alta Vista, they'll all come over to the Pickleball side eventually.

Thank you,

Valerie Pierce

Sent from my iPhone

Pickleball in Redondo Beach!

S. David Plotkin

Wed 1/5/2022 9:32 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Hello,

One of the wonderful things about pickleball is that you could fit four courts on the size of one tennis court which increases the amount of people that are able to play and revenue that the city will get. All age groups enjoy pickleball!

Finally I've been able to participate in a sport that is a wonderful health benefit and lots of fun as well.

I am 68 years old with diabetes and I find it difficult to participate in a lot of sports. Not Pickleball!

A lifelong tennis player and now having pickleball available I can still play on the court and get my exercise and my social experiences as well.

Unfortunately it's difficult to find courts close by and I find myself playing in Carson and Inglewood!

Redondo Beach has always been the star of the South Bay and offering better amenities than the cities around them...

It's certainly time to add pickleball courts in at least two of the parks in Redondo Beach!

Thank you for your consideration!

David Plotkin

Pickleball

Dallas Poffenroth

Thu 1/6/2022 9:49 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Good morning Ms. Orta,

Pickleball enthusiasts eagerly await the feasibility study report and the Commissioners vote next week. I personally hope there will be a positive outcome. Since 2017 I have been communicating with the City of Redondo Beach Parks and Recreation, having asserted that Pickleball is an increasingly popular world wide sport, and strongly advocated for the City to provide courts. John LaRock was my contact for Parks and Recreation, and was very proactive in supporting this project. (I have retained our communications to this effect.) Though Covid has delayed progress, there is now even more demand for public play, as seen by the effort & development some Beach Cities such as Manhattan Beach and El Segundo have initiated. In fact, these cities have recently hosted the first leagues and tournaments in the area.

When I began this project in 2017, I suggested that conversion of at least 1 tennis court at Alta Vista to 4 pickleball courts should be considered; and I continue to strongly support this concept. It is understood that tennis remains a very popular sport, and some tennis players may object to this conversion. (I understand the love of tennis players for the sport, as I also played tennis for many years). However, this park development is supported by all the taxpayers, and considering the multiple requests by Picklball players for Redondo Beach courts, should be a shared facility.

Development of a larger complex in North Redondo at Aviation Park is also, I believe, an excellent idea. The area is spacious and would allow for multiple courts, thus decreasing the wait time for open play, and looking toward the future for competitive events.

Thank you for your support in communicating with Susan Higgins. This has kept all of us informed.

Regards,

Dallas Poffenroth

USPA Ambassador, Redondo Beach

In support of adding dedicated pickleball courts within the City of Redondo Beach.

Wendy Rudick

Thu 1/6/2022 7:57

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Joe Leibfried ; Susan Higgins

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

To Kelly Orta, Redondo Beach Community Services

I am a Redondo Beach resident owing a home at 1911 Dufour Ave, Unit B since 2014. I am writing to you in support of adding dedicated pickleball courts within the City of Redondo Beach.

When we heard Redondo Beach was considering the addition of both temporary and dedicated pickleball courts, we celebrated. Currently we must travel to neighboring community courts to play. The sport is growing so fast it is getting more and more difficult to find courts or to be invited to a game.

I understand dedicated pickleball courts in Redondo Beach are being considered at Alta Vista Park and Aviation Park. I support these locations and like that courts will be available in both South and North Redondo.

Please let me know if there is anything I can do to help move this endeavor successful.

Sincerely,

Wendy Rudick

Pickleball Courts PLEASE

Constance E Soteropulos

Wed 1/5/2022 2:33 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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I understand the upcoming Recreation and Parks Commission Meeting is the first crucial vote by the City to move forward with getting pickleball courts.

I urge the council to move forward with four (4) dedicated pickleball courts at Alta Vista Park in South Redondo and constructing six (6) dedicated Pickleball courts at Aviation Park in North Redondo.

- Pickleball is the fastest growing sport in America.
- South Bay has very few public courts.
- It is a great sport for all ages, especially (but not limited to) the senior population here.
- Playing pickleball can boost one's mood and overall mental health
- You burn calories, and fewer injuries occur due to the low impact nature of the game
- Pickleball specifically works on balance and agility

I am not a sports enthusiast by any stretch of the imagination, but I love playing this game. I moved here a year ago and it has been one of the only things that has helped me meet people.

Please vote yes.

Sincerely,
Connie Soteropulos

Pickleball court locations, feasibility report

BOBBY TREVINO

Sun 1/9/2022 1:09 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: Susan Higgins

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

My name is Bobby Trevino. I'm a 66 year resident and homeowner in North Redondo. I've been playing pickleball for several years. It has been so much fun playing a sport that includes people of all ages, young and old. The health benefits and social aspect of pickleball, make it the fastest growing sport in the nation, which requires more facilities to accommodate the growing number of players, especially in our community.

Of all the options available, I believe the Aviation location for dedicated courts would be ideal and also, the Alta Vista location would be fantastic. while any re striping options are better than nothing, the options for dedicated courts would be best.

I appreciate the city looking into all of this with the feasibility study and moving forward to a decision on dedicated pickleball courts in our wonderful city.

Thank you,
Bobby Trevino

Pickleball Courts

Danielle Vindez

Wed 1/5/2022 2:10 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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I fully support dedicated pickleball courts in Redondo Beach (preferably 4 pickleball courts at Alta Vista Park and 6 pickleball courts at Aviation Park). I talk to the major about this a few years back. Pickleball as you know is hot, the average age of players now is 44.

Some facts:

Estimated Pickleball Players Within the United States

Pickleball grew in 2020 to 4.2 million players in the US, an incredible growth rate of 21.3% from 2019 per the Sports & Fitness Industry Association's (SFIA) 2021 Topline Participation Report, released in Feb. 2021.

In their 2020 Pickleball Participant Report (which includes data through 2019), the Sports & Fitness Industry Association (SFIA) reported pickleball currently had 3.46 million players in the US. Below are a few details from the 2020 SFIA Pickleball Participation Report – the anticipated

2021 Pickleball Participation Report should be released later this year:

- Of the 4.2 million players, 2.8 million were "Casual" players who play 1-7 times a year
- 1.4 million were "Core" players who play 8 or more times a year
- The Average Annual Growth Rate (AAGR) for all players from 2017 to 2020 was 10.5%, for a total growth rate of 34% over three years
- 61% of participants are men and 39% are women
- The average age for all players is 38.1 years old
- The average age for Core players is 47.5 and Casual players 33.6 years old
- 60% of Core players are 55 or older
- 79% of Casual players are 54 or younger
- From 2016-2020:
 - the percentage of Core players ages 54 and younger grew from 40% to 46%
 - the percentage of Casual players ages 54 and younger grew from 79% to 80%
 - these increases in the percentages of both Core and Casual players less than 55 years of age reflect faster growth among younger players
- The percentages by age of Total, Core, and Casual participants are:

6-17	20.1%	13.3%	23.4%
8-34	27.8%	15.4%	33.9%
35-54	21.1%	17.3%	22.8%
55-64	12.6%	20.3%	8.9%
65+	18.4%	33.7%	11.0%

Everyone everywhere is playing pickleball how about Redondo Beach?

Keep Redondo Social and Healthy - help grow movement!

Danielle Vindez

Pickleball

susan weinstein

Thu 1/6/2022 4:10 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hi Kelly, I'm a huge fan of Pickle Ball and support putting more Courts up !

Thank you, susan weinstein

Sent from my iPad

SUPPORT FOR DEDICATED PICKLEBALL COURTS IN REDONDO BEACH

Tue 1/4/2022 5:12 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc:

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

RE: Pickleball Courts Feasibility Study Report

Kelly, I was delighted to hear about your new role in Redondo Beach, and am hopeful that you can assist the pickleball community as you have in Hermosa.

Having worked with you before, I am certain that you are well acquainted with the positive benefits of the sport and its growing popularity. So instead,

I want to comment on the current situation with regard to crowding in the beach cities.

You are all well aware of the Hermosa Beach situation. While I hope we will soon gain back one or two of the closed courts, those courts don't even begin to satisfy the demand for the sport in the beach cities. Hermosa Beach doesn't have the land to accommodate additional courts, and potential tennis courts are too close to residents. So Hermosa and Redondo residents tend to migrate to Manhattan Beach, Torrance, and El Segundo. Manhattan Beach courts offer open play mornings Monday – Friday. I play there often, and the wait times and crowding are a huge problem. You wait about half an hour between games most times.

While Redondo players are welcome, their presence demonstrates the need for Redondo courts. The same is true in Torrance and El Segundo. Reservations in Hermosa, Manhattan and El Segundo are very competitive, and each city favors its own residents. That leaves Redondo at a disadvantage, making it virtually impossible for Redondo residents to get a reservation anywhere.

It makes perfect sense to offer two pickleball locations in Redondo Beach in order to better serve the residents. The obvious two locations are Aviation Park (north) and Alta Vista Park (South) to spread the demand, with 6 and 4 courts respectively. This would go a long way in alleviating the current crowding problem and would help address the exponential growth of the sport in the South Bay. It would also provide a revenue source for the city.

Please support this proposal and help us expand access to this wonderful sport!

Mary Young, Hermosa Beach resident and USAPA Ambassador, Hermosa Beach

SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

John Zimmer

Wed 1/5/2022 12:48 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Hello Kelly

I am a long time Redondo Beach resident, over 45+ years in Redondo.

I highly recommend adding much needed pickleball courts in the city. 8 courts at Alta Vista and 6 courts at Aviation Park.

Much thanks for pushing this much needed physical activity expansion!!

Regards,

John Zimmer, Redondo Beach Long Term Resident

Pickleball Courts

Theresa Brooks

Mon 1/10/2022 5:42 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hello

I love playing pickleball and play at courts in the South Bay that are overcrowded. I would really appreciate it if they could convert a tennis court at Alta Vista Park into 4 pickleball courts and Aviation into six pickleball courts. This sport has really increased their players and we definitely need more courts. Please consider expanding!

Thank you,

Theresa Brooks

Sent from my iPhone

Support for Pickleball Courts in Redondo Beach

Cade Erickson

Mon 1/10/2022 5:19 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Hello,

I am a Redondo Beach resident who is also a local college student that has been playing pickleball for almost three years now. Ever since I started I have had to go to other cities and play at their courts. Pickleball is a very important part of my life and when I go places to play I am often asked, "where are you from and where do you play?", and I have to tell them that I usually play all around in different places because the city I live in does not have a single permanent pickleball court. Now that I am also a pickleball instructor, more and more people who want to get into the game ask me where they can play. I would like to tell them there are places in every city to play, only Redondo does not have a place to play. Then I learned about the potential for courts at Alta Vista Park and Aviation Park. This is something that got me very excited and I was happy to hear that there were even talks about putting permanent courts somewhere. I think that having courts in North Redondo as well as South Redondo is the best idea because there are just so many players that having only one place to play would just not be enough. Also because of the way the city is structured, it just makes more sense to have courts on each side because having to drive from one side to the other is basically the same as driving to a whole new city. I hope these projects and plans actually happen!

Cade

New Pickleball Courts in Redondo Beach

DOUG FREEMAN

Mon 1/10/2022 7:29 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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Hello Kelly,

I would like to voice my support for the new pickleball courts being considered in Redondo Beach, both at the Aviation Rec center and Alta Vista park. As pickleball continues to grow, the need for places to play also grows.

Thank you for your support.

Doug Freeman

South Bay Pickleball Enthusiast.

Sent from my iP

Fwd: SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

SUSAN HIGGINS

Mon 1/10/2022 4:45 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

Please use the corrected version in this email. I promise it won't happen again. It's the third paragraph. The date is July **2021** not 2020.

Sorry for the inconvenience and thank you,
Susan Higgins

Begin forwarded message:

From: SUSAN HIGGINS

Subject: SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Date: January 7, 2022 at 10:59:56 AM PST

To: Kelly Orta <Kelly.Orta@redondo.org>

Hi Kelly,

Please use this email. I made a correction to a typo in the 7th paragraph.

Thank you,

Susan Higgins

Begin forwarded message:

From: SUSAN HIGGINS

Subject: SUPPORT FOR PICKLEBALL COURTS IN REDONDO BEACH

Date: January 7, 2022 at 10:41:20 AM PST

To: Kelly Orta <Kelly.Orta@redondo.org>

TO: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

REFERENCE: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

My name is Susan Higgins and I am a Redondo Beach resident and home owner of 31 years. I was introduced to the sport of pickleball about 7 years ago and quickly became hooked. It's a fun, social, easy to learn (but hard to master), active sport that all ages can play and it is great exercise.

The explosion in popularity of pickleball in the last couple of years has highlighted the shortage of pickleball courts in the Beach Cities, particularly in Redondo Beach which currently has no

pickleball courts.

In early July 2021, a subgroup of Redondo Beach resident pickleball players submitted a “position paper” email to the City of Redondo Beach (Mayor, 5 Councilmembers and Community Services Director) requesting the City to support establishing at least 6 dedicated pickleball courts and to move out on the pickleball courts location(s) Feasibility Study. We had recommended the Study include Aviation Park and Dominguez Park and look at Alta Vista Park at least for striping a tennis court for 4 pickleball courts in the near term.

I was pleased to see that the architects completed this pickleball courts locations Feasibility Study. From reading their report and the Community Services Director's Administrative Report, the two highest potential locations for dedicated pickleball courts are Aviation Park (6 courts) in North Redondo and Alta Vista Park (4 courts by conversion of one tennis court) in South Redondo. After reviewing the engineering assessment of Dominguez Park, it's understandable that this is not a suitable location for pickleball courts.

Regarding Alta Vista Park, I recognize that the architects included constructing a 5th standalone pickleball court on the grass area adjacent to tennis court no. 1 but I do not believe that is a worthwhile effort because the money needed for this 5th court would be better spent on the tennis court conversion which would require not only the work stipulated in the architects' report but also adding additional fencing to close the wide gap between the two tennis courts and the addition of acoustiblok/acoustifence lining (noise reducing fences) all around this converted tennis court for noise mitigation purposes. It's fortunate that all 8 of these tennis courts at Alta Vista Park have separate entry/exit gates which facilitates adding the additional fencing to enclose the 4 pickleball courts. The tennis players currently have 8 courts at Alta Vista Park and 2 courts at Anderson Park. Reducing their number of courts by 1 should not be an issue and it would give the resident, tax paying pickleball players courts to play on.

I understand (with City Council's approval) that establishing 4 dedicated pickleball courts at Alta Vista Park in South Redondo could be accomplished in the near term and support this location. But 4 pickleball courts will not come close to providing the resident players with an adequate number of courts.

I am requesting that the City also approve proceeding with the construction of 6 dedicated pickleball courts at Aviation Park in North Redondo. This is an “ideal location”, would not displace any other sport, sits far away from residential homes and the land area is large enough to accommodate 6 courts with lighting, fencing, and seating. It is clearly recognized that this is new construction and would require time and money but I believe the pickleball players (myself included) would be supportive of this project given the end result of 6 new dedicated courts. And, with the City's approval of 4 dedicated courts at Alta Vista Park in the near term, there would at least be some pickleball courts available to the resident players of Redondo Beach.

It would have been fortunate if a central location in the City had been identified for at least 6 dedicated pickleball courts such as Dominguez Park. But given the landfill and power lines, the very high cost and certainly very high maintenance costs, this central location should no longer be considered.

Without a central location, it is highly desirable that dedicated pickleball courts be established/constructed at both South Redondo and North Redondo to better serve all City

players. This is similar to what the City has already approved relative to construction of a skate park at the Pier in South Redondo and a skate park at Perry Park in North Redondo. Also, tennis players have courts at Alta Vista Park in South Redondo and courts at Anderson Park in North Redondo.

I thank and appreciate the City moving out on the Feasibility Study and focusing effort on establishing dedicated pickleball courts in Redondo Beach. Hoping for a very positive outcome and looking forward to being able to play my sport in my city of residence!

Respectfully submitted,
Susan Higgins
Redondo Beach Resident

Redondo Beach Pickleball Support

Jennifer Mowry

Sat 1/8/2022 10:29 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

Cc: SUSAN HIGGINS

*CAUTION: Email is from an external source; **Stop, Look, and Think** before opening attachments or links.*

To: Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

Re: Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study Report

My name is Jennifer Mowry, a Redondo Beach resident and an avid Pickleball player. I am in total support of constructing designated Pickleball courts in the city of Redondo Beach. I've been playing Pickleball for over 5 years and would love the possibility to be able to play this sport in Redondo Beach. We have been playing Pickleball in other cities, but would absolutely welcome the opportunity to play here in Redondo Beach.

After reading the architects report and the Community Services Director's Administrative Report, I am in total agreement with proceeding with the construction of 6 dedicated Pickleball courts at Aviation Park in North Redondo. I agree with Susan Higgins and many other Pickleball players that this is a fantastic location sitting far away from residential homes and large enough to accommodate 6 courts with lighting, fencing, and seating. I also like the approval for the Alta Vista Park conversion of a tennis court into 4 Pickleball courts in South Redondo. This would give availability for all resident players to have a place to play especially since Redondo Beach currently has no Pickleball courts. With approval of both locations, this would be ideal for residents living in North and South Redondo Beach.

Thank you for your support of the whole community and for your understanding and help in establishing dedicated Pickleball courts in the city of Redondo Beach. We all appreciate your hard work and efforts. Pickleball really is "The fastest growing sport in the USA".

Sincerely,
Jennifer Mowry
Redondo Beach Resident

Support for pickleball courts in Redondo Beach

Lisa

Tue 1/11/2022 1:06 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

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To the Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

We are in full support for dedicated pickleball courts in our home city of Redondo Beach. Currently we drive to Manhattan Heights, where it is very crowded and takes us almost half an hour to get there. The sport is really exploding in popularity and wait times are getting longer each day.

Pickleball has been great for our health and socialization! We're hoping that the city can give us the 6 courts at Aviation Park and 4 courts at Alta Vista as recommended by the feasibility study. Thank you for your time and efforts!

Lisa Olson - Redondo Beach resident
Greg Olson- Redondo Beach resident

Redondo Beach Pickleball Courts

Go 'Horns

Wed 1/12/2022 11:51 AM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

I am a 30-plus year resident of Redondo Beach and a regular pickleball player. I currently play in El Segundo and Manhattan Beach and experience challenges getting court time due to the reservation system used in those cities. I am in favor of dedicated pickleball courts in Redondo Beach.

Diane Pyrek

Pickleball Courts for Redondo Beach

KATHY TURNER

Mon 1/10/2022 11:49 PM

To: Kelly Orta <Kelly.Orta@redondo.org>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

To whom it may concern:

Hello! My name is Mrs. Kathryn Turner and I live in the Wiseburn area of Hawthorne, a neighboring city of Redondo Beach. Both my husband, Mr. Tracy Turner, and I are avid fans of pickleball and play approximately 3 times a week, primarily at Manhattan Heights, Manhattan Beach.

We have been playing pickleball for close to six years now and have watched the sport grow by leaps and bounds! We originally started playing in El Segundo back before they had their dedicated courts for pickleball.

Since this sport has become so popular, so has the demand for courts everywhere! We have played at many locations in the South Bay. On any given day, any time, there is demand for court access. Most the time when we go to play we have to wait for a fair amount of time to be able to play a game. It can be frustrating to say the least! Also, if reservations are needed at a court it is sometimes difficult to secure a time since there is such a high demand, especially if you are not a resident of the city that the court is in.

I'm taking the time to write this letter to you to let you know how much Pickleball has improved our quality of life! We are both 62 years of age and it's a sport for young and old! I personally know and have played with and against players in their 80's along with teens. I have witnessed families gathering together for this 'old fashioned' type of fun, which I feel is much needed in this time of technology driven activities.

By providing the local communities with additional pickleball courts at Alta Vista and Aviation Park will help ease the over crowdedness of the local pickleball courts. It will also provide area for people interested in the sport to take lessons, or play in tournaments which in turn, could provide some revenue to recoup some of the cost that is needed to create the courts.

We cannot say enough good things about the sport of Pickleball and truly believe it would be a good decision to provide more courts for the community.

Sincerely,
Mrs. Kathryn (Kathy) Turner
Mr. Tracy Turner

Sent from my iPhone

From: [SUSAN HIGGINS](#)
To: [Kelly Orta](#)
Cc: [Eleanor Manzano](#)
Subject: Recreation & Parks Commission Meeting of January 12, 2022
Date: Thursday, January 13, 2022 10:14:21 AM

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Hi Kelly - this is what I was going to say during the meeting last night. I would appreciate my words becoming part of the public record. For whatever reason, I was not called upon to speak. I could not unmute my phone. Hopefully, this will not happen again.

Thank you.
Susan Higgins

January 12, 2022

Redondo Beach Recreation and Parks Commission Meeting

Good evening Commissioners and Kelly. This is Susan Higgins, a long term Redondo Beach resident and avid pickleball player. My email contained in the Blue Folder states my recommendation and request for the two most viable, feasible pickleball court locations - **which are 4 dedicated pickleball courts at Alta Vista Park in South Redondo (and NOT the 5th court) and 6 dedicated pickleball courts at Aviation Park in North Redondo. Relative to Alta Vista, noise mitigation measures are available as stated in my email.**

I am speaking now to address the other locations identified in the architects' Report as to why they are not being considered or recommended by me or other pickleball players in my group. This is based on my experience and knowledge gained from working with the pickleball community and the respective cities in establishing courts in Manhattan Beach, Hermosa Beach and Torrance.

Anderson Park - Not recommended - it is surrounded by residences and the noise would definitely be a factor. When this location came up a few years ago, the residents complained to the City. Additionally, this layout would not give the pickleball players the much needed dedicated pickleball courts. There would be an impact to tennis and basketball players.

Perry Park - Not a high priority because restriping of the basketball courts does not give the pickleball players the much needed dedicated pickleball courts. Striping of the basketball courts could be in addition to 6 dedicated courts at Aviation Park. Days and hours could be arranged between pickleball and basketball for court time. It would give the Redondo residents an alternate place to play.

Franklin Park - Not recommended - it also is surrounded by residences and the school. The noise from 6 pickleball courts would definitely be a factor. Additionally, the proposed layout results in a hodge podge of restriping basketball courts and in a separate area the construction of 4 pickleball courts. It is understood that this arrangement would significantly alter the layout of Franklin Park and would not be in the best interests of the pickleball players, the

school or the nearby residents.

Perry Allison Playfield - Not recommended. It was surprising as to why this playfield was even considered. It's a small grass lot covered with trees and sits right next to residential homes. Clearly noise would be a factor and there is no parking and a single court would not be worth spending the time or money.

Dominguez Park - Agree with the architects - definitely Not recommended. The landfill and power lines are problematic. It should be eliminated from any consideration.

The rest of my comments are provided in my email to Kelly. The final version is in Blue Folder No. 2.

Thank you for allowing me to input.

From: [Jonathan Frey](#)
To: [Kelly Orta](#); [Erica Brown](#); [Nils Nehrenheim](#)
Cc: hginteriors@yahoo.com
Subject: Updated petition against conversion of Alta Vista tennis court to pickleball
Date: Thursday, March 24, 2022 8:04:52 PM
Attachments: [Petition March 24 2022.pdf](#)

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Attached is the updated petition with signatures from Alta Vista tennis club members against converting an Alta Vista tennis court to pickleball. We are requesting that the parks and recreation department consider placing the pickleball courts in a location that does not take away a tennis court and increase parking issues at the facility.








Thanks

Jonathan Frey

















310-569-8460

















Petition to Preserve Alta Vista Tennis Courts for Tennis











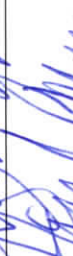





<p>Petition summary and background</p>	<p>As members of the Alta Vista Tennis Center, we are concerned that conversion of Court 5 from a tennis court to 4 pickleball courts would be extremely disruptive to the playing environment.</p> <ul style="list-style-type: none"> • Allowing 4 pickleball courts on Tennis Court 5 at Alta Vista would be very disruptive to the playing environment • 12 additional people on the court would result in 12 additional cars in the lot and a total of 24 cars (pre and post court changeover to new players on the hour) • The current 8 tennis courts are fully booked during most hours of the day with a waiting list in the evening and weekends for reservations • USTA and Marine League play would be impacted due to noise from 4 simultaneous matches on court 5 • The Alta Vista Tennis courts are the best surface in the South Bay, doesn't make sense to convert to pickleball • We are requesting that the city consider other sites in Redondo Beach for pickleball
<p>Action petitioned for</p>	<p>We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning] <u>Do not convert Alta Vista Court to pickleball</u></p>

Printed Name	Signature	Address	Comment	Date
Jonathan Frey		Redondo Beach, CA 90277		2/2/2022
Heather Clare		Redondo Beach	Don't take our courts	2/2/22
Jack Freed Jr.		700 AVENUE B REDONDO BEACH CA 90277	ADD PICKLE BALL COURT AND CONVERT ANY CORTES 2-2-22	
PEDRO ALFARO		902 CAMINO REAL #103 1512 Ford Ave Redondo Beach 90278		2/2/22
Yvette Ralph		Redondo Beach, Ca 90279	There are not enough courts, we can't lose one	2/2/22
MAILEY HUGHES				
YASU SHIMIZU		TORRANCE, CA 90503		2/2/22

Printed Name	Signature	Address	Comment	Date
Juniper Tomomaga	<i>[Signature]</i>	TORRANCE, CA 90504		2/2/22
Thomas Nelson	<i>[Signature]</i>	Rodondo Beach		2/2/22
HARSHAW KAREN	<i>[Signature]</i>	Manhattan Beach		2/2/22
DEREK BEER	<i>[Signature]</i>	TORRANCE, CA 90503		2/2/22
MITSURU TASAKI	<i>[Signature]</i>	Harbor City		2/2/22
JAMES HART	<i>[Signature]</i>	1800 OAK ST TORRANCE CA 90501		2.2.22
TOM LAMPERT	<i>[Signature]</i>	20410 NW 2A 90005		2-3-22
Chuck Hammer	<i>[Signature]</i>	221 Paseo De Suenos ^{BB CA} 90277	Please don't do this	2-3-22
DAN SCARLETT	<i>[Signature]</i>	10385 WILSON AVE Torrance, CA 90524	NO	2/3/22
SCOTT WEOA	<i>[Signature]</i>	24385 CRESSMAN, CA	NO.	2/3/22
SARAH NEDEMAN	<i>[Signature]</i>	2410 Walnut Ave		2/3/22
Jeanette Chun	<i>[Signature]</i>	1501 Pacific MB		2/3/22
Kathy Inouye	<i>[Signature]</i>	Manhattan Beach	No!	2/3/22
K. F. KREIER	<i>[Signature]</i>	1120 STANLEY	No!	
ARMANSON	<i>[Signature]</i>	Hawthorn	NO	2/3/22
K. Healey	<i>[Signature]</i>	Manhattan Beach	No	2/3/22

Printed Name	Signature	Address	Comment	Date
YASUKO NAKAMOTO		612 FAYE LANE R.B		02/43/22
BRAIS CARSON		4219 W 177th Street Torrance		02/03/22
Leroy Endo		1112 157th St HB		2/3/22
GERARD VANDER		3734W 227 ST Torrance		2/3/22
Eli Carr		2809 W. 166th Torrance RB		2/3/22
Herdi Grimm		625 Camino Real RB		2/3/22
Patricia Yee		210 S Jewett RB		2/3/22
STEVE LINDSEY		1902 GRANT AVE RB		2-3-22
Pete Soto		1639 Standish Ave RB		2/3/22
JOHN GREGG		408 So. Lucia R.B		2/3/22
JULIAN LEE		551 AVE A, R.B., 90274		2/3/22
Kevin Goto		26135 Shorewood Rd REV 90275		2/3/22
John Chan		271922 RICKMAN RD 90275		2/3/22
Barry FONGSONG		4161 VISTAMONTANA 90505		2-3-22
Maurice Kogen		4216 Newton St. Torrance 90505		2-3-22
Gretchen Albane		2555 Manhattan Ave HB		2-3-22

Printed Name	Signature	Address	Comment	Date
gusto Regina		11622 Aviation Blvd Costa Mesa 92626		2/3/2022
Ken Mann		810 Portola Avenue 92626	Hell NO	2/3
Sally Lou		1207 Cypress Ave, HB 90254		2/3
Mindy Minkus		2056 Monterey HB 90254		2/3
Nadine Trotter		1213 Beryl St. #D RB 90271		2/3/22
Tan Ulrich		527 Prospect HB		2/3
LAUREY HALLANDRINO		20615 CHRYSLER AVE		2/3
Teruko Miyoshi		4009 Linderoanville Pl. 90501		2/3
Cecmeth Lee		20843 Normandie Ave Torrance 90501		2/3/22
Kangik Lee		2300 Maple Ave. #35, Torrance, CA. 90503		2/5/22
Ricardo Soria		1717 DEED ST. REDWOOD		2/3/22
James Yikun		835 Napunli	NOT on County	2/4/22
Hal Holzman		470 Admiralty Way #118 M.D.A.		
E DIXON		1711 HUNTINGTON LN		
E. ELIAS		2207 BILHOLLY RD		2/4/22
LYNNE CARUS		24716 MARSH FORD TARRANT		2/4/22

Printed Name	Signature	Address	Comment	Date
CAROL KATZ		21345 Hawthorne Bldg #416, Torrance	DO NOT COUNT TENNIS COURTS - NO!	2/4/22
WAGNER - Turner		12617 Costa Dr. Hawthorne	Are not this Park	2/4/22
Mossy Simon		5505 Konyak Dr Torrance		2/4/22
Ellen Monteghni		1708 Esplanade #12 Redondo Beach	very poor plan at agreed measure	
DIANE DAVIS		22309 SHADYCROFT AVE TORRANCE, CA 90505	PLEASE NO	2/4/22
SCOTT FARR		131 PASO DE LAS DECILAS	NO	2/4/22
PATY ENJO		1112 19th St Hermosa Beach		2/4/22
TRUDIE YOUNG		3650 ELMWOOD DR	No Way	2/4/22
Robert Bell		2550 RCH #257 TORR.	PLEASE DON'T	2/5/22
Sim Harser		12256 Badalope #1	" "	2/5/22
Ed Manning		3620 Spum PERRIS, CA	" "	2/5/22
Lisa Serpente		4802 M. Line Dr Torrance CA 90503	" "	2/8/22
MATTHEW		4025 P.O. 2. TORR 90505	NO PICKLE	2/9/22
Jack Kan		5012 Willow Wood Rd RHE, CA	There are not enough tennis courts as it is!	2/10/22
Nadison James		18307 Van Ness Ave, Torrance, CA 90504		2/10/22
Fred Samuel		18307 VAN NESS AVE Torrance ca 90504	No Pickle	2/10/22

Printed Name	Signature	Address	Comment	Date
Robert Sawman	<i>[Signature]</i>	1637 STANFORD AV R.B. CA		2/10/22
Ken Tang	<i>[Signature]</i>	1641 Stanford Av RB CA		2/10/22
Linda Cohn	<i>[Signature]</i>	1117 Barbara St RB		2/11/22
RUSH SAMUEL	<i>[Signature]</i>	1205 HACKNESS ST. MB. CA		2/11/22
Michael Torqueres	<i>[Signature]</i>	4725 Paseo Tortugas		2/12/22
MARIAM GARDENS M. Canelas	<i>[Signature]</i>	833 AVENUE A, RB		2/12/22
Jin Wen	<i>[Signature]</i>	220 S. Guadalupe Ave #1 RB		2/12/22
Rex Claridge	<i>[Signature]</i>	2019 Pullman Ln, RB 90278	Consider pickleball hours outside busy tennis hours	2/12/2022
Daniel Rodriguez	<i>[Signature]</i>	1211 Phelan Ln RB 90278	NO Pickle ball!	2/13/22
Andrew Chavez	<i>[Signature]</i>	803 Mayer Ln 90278	NO	2/13/22
BOBIS MOORE	<i>[Signature]</i>	1696 DANFORTH PK, HAWAII CITY 90212	NO	02/14/22
JManc Gammone	<i>[Signature]</i>	25121 Oak St #105	NO	2/17/22
BRIAN GEE	<i>[Signature]</i>	22726 SUSANA AVE TORRANCE CA 90505		2/17/22
Chip Weber	<i>[Signature]</i>	525 S. Catalina Ave APT A RDN 90277	NO Pickleball	2/17/22
Elizabeth Kean	<i>[Signature]</i>	417 Paseo Miramar Redondo Beach 90277	NO	2/17/22
TANJAKAMPE	<i>[Signature]</i>	208 S. Irena Ave #1 Redondo Beach, CA 90277		02-17-22

Printed Name	Signature	Address	Comment	Date
KAREN CHAN	Karen Chan	1561 VOORHEES AVE Manhattan Beach CA	No Pickle Ball	2/18/22
MASAO KATO	Kato	1128 W 158TH GARDENA CA 90249	N/O. "	2/19/22
SHOTO SHEN	Shogen	2184 EL DORADO ST Torrance 90501		2/19/22
Yoshihiro Amano	Y	220 the Village Redondo Beach, CA 90277		2/19/22
Linda Jaklich	L Jaklich	1216 Stanford RB, CA 90278	No Pickle Ball	2/19/22
Gai Odaaka	Gai Odaaka	P.O. Box 159 RB.		2/19/2022
Adam David Silverman	Adam David Silverman	22401 Palos Verdes Blvd Torrance CA 90503	No pickleball	2/19/22
Karen Barry	Karen Barry	6901 S. Sepulveda Westchester	Not on CT 5	2/28/22
Maggie Vaughn	Maggie Vaughn	2117 RB 90278	NO Pickle Ball	2/28/22
Virginia Massey	VIRGINIA MASSEY	117 VIA COLUSA REDONDO BEACH CA 90272	No Pickle Ball Please	2/28/22
Heidi Zieder	Heidi Zieder	312 Ave F Redondo Beach CA 90277		3/8/22
Chona Cuna	Chona Cuna	1746 Argente Ave Torrance CA 90501	No Pickle Ball	3/8/22
Jonathan Fork	Jonathan Fork	21066 (dory CT Torrance, CA 90503	No pickle ball.	3/10/22
BRIAN MASON	Brian Mason	22416 Arlington Torrance	" "	3/15/22
Noriko Hongo	Noriko Hongo	2580 W 235th St Torrance, CA 90505	" "	3/22/22

Kelly Orta

From: Susan Higgins <shiggins31@icloud.com>
Sent: Tuesday, April 26, 2022 4:20 PM
To: Bill Brand; Nils Nehrenheim; Todd Loewenstein; Christian Horvath; Horvath.RBD3@gmail.com; Zein Obagi; Laura Emdee; Cameron Harding
Cc: CityClerk; Kelly Orta; Michelle Pinedo; John Aguilar; klettiere@yahoo.com; John Bauer; jwblandford@gmail.com; marleeyannie@yahoo.com; Lynn Carroll-Carter; Shannon Carter; Teri Carter; Cade Erickson; fogelson@berkeley.edu; Sue Fogelson; Greg Francis; Tami Fukuda; Beth Fusco; Dean Fusco; Lisa Grant; Susan Higgins; Dzana Homan; Valerie Iacopucci; Joe Leibfried; Kelley Mayeda; loumccauley@gmail.com; Lisa Michelle; Jen Mowry; beachkat@gmail.com; Lisa Olson; Dallas Poffenroth; Diane Pyrek; Wendy Rudick; Bobby Trevino
Subject: ESTABLISHING DEDICATED PICKLEBALL COURTS IN THE CITY OF REDONDO BEACH
Attachments: Hirsch & Assoc PB Feasibility Study Report for Alta Vista Park_Perry Park_Aviation Park 112221.PDF

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

April 26, 2022

To: Mayor Bill Brand, District 1 Councilmember Nils Nehrenheim, District 2 Councilmember Todd Loewenstein, District 3 Councilmember Christian Horvath, District 4 Councilmember Zein Obagi, Jr., District 5 Councilmember Laura Emdee and Community Services Director Cameron Harding

cc: Eleanor Manzano, City Clerk; Kelly Orta, Community Services Senior Management Analyst; Michelle Pinedo, Recreation Supervisor; Christopher McCauley, Recreation & Parks Commissioner (*City Clerk, please forward to Mr. McCauley*)

From: Redondo Beach Resident Pickleball Players

Subject: Establishing Dedicated Pickleball Courts in the City of Redondo Beach

We, as Redondo Beach resident pickleball players, are excited that the City is seriously considering establishing pickleball courts in Redondo Beach. We were pleased that on January 12, 2022 the Recreation and Parks Commission passed three motions. According to the Minutes from this meeting the three motions are: First a motion recommending eliminating Anderson Park, Franklin Park, Perry Allison Playfield and Dominguez Park from consideration for pickleball courts. [We, the Pickleball Community, concur.] A second motion recommending that 4 pickleball courts be established at Alta Vista Park in South Redondo via re-striping of one tennis court for shared, dual use and that the basketball courts at Perry Park in North Redondo be resurfaced and re-striped to add 2 pickleball courts in addition to basketball for shared, dual use by both sports. The third motion recommending that the City look at constructing 6 dedicated pickleball courts at Aviation Park in North Redondo for future (long term) consideration. Alta Vista Park, Perry Park and Aviation Park were considered viable locations by Hirsch & Associates in their Pickleball Courts Feasibility Study Report.

However, we the Pickleball Community, would like the City Council to consider modification of these recommendations. More than 50 emails from the local pickleball players and residents were submitted to the Recreation and Parks Commission and Kelly Orta of Community Services prior to their January 12, 2022 meeting expressing support for establishing pickleball courts in Redondo Beach; particularly for establishing dedicated pickleball courts in South Redondo at Alta Vista Park by converting one tennis court into 4 pickleball courts and in North Redondo at Aviation Park by constructing 6 dedicated pickleball courts to include fencing, lighting and seating to complete a standalone Pickleball Facility.

We strongly urge the City Council to consider approving the establishment of 4 dedicated pickleball courts at Alta Vista Park via a tennis court conversion as proposed in the Feasibility Study Report (see Hirsch & Associates report for Alta Vista Park attached hereto) versus just re-striping a tennis court; and, approve the resurfacing and re-striping of the basketball courts at Perry Park to add 3 pickleball (not 2) temporary, shared/dual use courts. Three courts were proposed in the pickleball courts Feasibility Study Report. (See Hirsch & Associates Report for Perry Park attached hereto.)

The conversion of one tennis court to 4 dedicated/permanent pickleball courts at Alta Vista Park would provide the pickleball players with a place to play during all open park hours. If a tennis court conversion is not feasible at this time, we request that one of the tennis courts be re-striped with 4 pickleball courts and that this re-striped tennis court be established for dedicated pickleball use only and not be for shared, dual use, and that the pickleball players have access to these 4 pickleball courts during all open park hours. This should not impact the tennis players who have 7 other tennis courts to play on at Alta Vista Park as well as 2 tennis courts at Anderson Park. Alta Vista Park is a park for all Redondo residents and taxpayers and not for the exclusive use by tennis players.

It is understood that establishing pickleball courts at both **Alta Vista and Perry Parks would be a great near term solution** to get courts in Redondo Beach but this will not come close to providing the resident players with an adequate number of courts nor provide any dedicated/permanent pickleball courts in North Redondo which can be available to the pickleball players during all open park hours. We request that City Council approve moving forward with establishing 6 dedicated/permanent pickleball courts at Aviation Park.

Aviation Park in North Redondo is an ideal location for a Pickleball Facility and it is highly favored by the Pickleball Community for multiple reasons:

- Would not displace any other sport, sits far away from residential homes thereby mitigates any potential noise impacts.
- 6 dedicated/permanent pickleball courts at the same location with lighting, fencing and seating.
- 6 courts will provide 24 players (4 per court) playing at the same time, faster rotation. Able to support beginners, intermediate and advanced players.
- Can accommodate open, drop-in recreational play, leagues, classes, and small tournaments creating a revenue stream for the City.
- Its proximity to Manhattan Heights pickleball courts in Manhattan Beach is conducive to conducting large bi-City tournaments and pickleball events; again, providing revenue to the City.
 - Note for information only: The APP (Association of Pickleball Professionals) will be conducting a USA Pickleball sanctioned tournament at El Segundo Tennis Center in El Segundo, California on June 23-26, 2022. This tournament is expected to draw hundreds of players and spectators creating revenue for the City of El Segundo
- Aviation Park Pickleball Complex would be a top tier facility to be used for many, many years. It will bring in people from not only Redondo Beach but other cities as well to spend money at our gas stations, restaurants and stores. All good business for our City.
- See Hirsch & Associates Pickleball Courts Feasibility Study Report for Aviation Park attached hereto.

We recognize a pickleball facility at Aviation Park is new construction and would require time and money. Members of the pickleball community would be supportive and are willing and offering to work with the City to achieve the goal of an Aviation Park Pickleball Complex in Redondo Beach.

We, the Pickleball Community, have individuals with extensive knowledge and experience in many aspects of pickleball and what it takes to establish dedicated pickleball courts and support the continued growth of this sport. Teri Carter and Shannon Carter are two such individuals. Their credentials are stated in the below email as submitted to the Recreation and Parks Commission and Kelly Orta on January 9, 2022.

The popularity of pickleball is growing everywhere and, more importantly, the growth in the South Bay has exploded in the past couple of years. There are now hundreds of local players enjoying the sport, only being limited by the shortage of pickleball courts to play on. **Establishing pickleball courts at Alta Vista Park, Perry Park and Aviation Park could provide a revenue stream to the City and definitely enhance the City and Community's health and wellness lifestyle.**

We respectfully request that City Council approve establishing pickleball courts in Redondo Beach: 4 dedicated at Alta Vista Park and 3 shared/dual use at Perry Park, and approve Capital Improvement Funds for the construction of 6 dedicated/permanent courts, with lighting, fencing and seating to create a pickleball complex at Aviation Park.

For further discussion, questions or other information please contact our group point of contact Susan Higgins. She may be reached at email address: shiggins31@aol.com.

Thank you for your consideration. We are hoping for a very favorable vote and looking forward to being able to play our sport in our city of residence for many years.

Sincerely,

Redondo Beach Resident Pickleball Players

John Aguilar - District 3

Karen Aguilar - District 3

John Bauer - District 2

John Blandford - District 4

Marlo Blandford - District 4

Lynn Carroll-Carter - District 2
Shannon Carter - District 5
Teri Carter - District 5
Cade Erickson - District 5
George Fogelson - District 2
Sue Fogelson - District 2
Greg Francis - District 4
Tami Fukuda - District 1
Beth Fusco - District 1
Dean Fusco - District 1
Lisa Grant - District 4
Susan Higgins - District 4
Dzana Homan - District 4
Valerie Iacopucci - District 1
Joe Leibfried - District 5
Kelley Mayeda - District 4
Lou McCauley - District 4
Lisa Michelle - District 4
Jennifer Mowry - District 2
Greg Olson - District 1
Lisa Olson - District 1
Dallas Poffenroth - District 1
Diane Pyrek - District 4
Wendy Rudick - District 5
Bobby Trevino - District 5

ATTACHMENT: Hirsch & Associates Pickleball Feasibility Study Report for Alta Vista Park, Perry Park and Aviation Park.

Teri and Shannon Carter's email to Recreation and Parks Commission and Kelly Orta sent on January 9, 2022:

TO:
Recreation and Parks Commissioners and Kelly Orta, Community Services Senior Management Analyst

RE:
Meeting of January 12, 2022, Agenda Item J.1 and Pickleball Courts Locations Feasibility Study

This is Teri and Shannon "Gunner" Carter. We are long-term Redondo Beach residents and homeowners close to 40 years. After reviewing the Feasibility Study Report and the Community Services Director's Administrative Report, we were delighted that the City of Redondo Beach is seriously considering establishing dedicated pickleball courts.

Our involvement with the sport of pickleball is extensive. We are both USAP Certified Referees and Trainers, certified pickleball Instructors, tournament directors, and advanced competitive pickleball players. We have been involved with running USAP sanctioned tournaments in Seal Beach, Newport Beach, Carlsbad, Fountain Valley, Encinitas, Indian Wells, and Honolulu, HI.

Our greatest pride is our most recent event in November 2021, where we helped organize and run Manhattan Beach's first pickleball tournament with almost 200 players. We also helped the tournament director for El Segundo's December Jinglefest with similar participation.

Both tournaments utilized the respective city's existing dedicated pickleball courts, adjacent tennis and basketball courts where temporary pickleball courts were created using tape and portable nets. These tournaments were enjoyed by both players and spectators, many of whom may have never played in or attended a tournament.

Pickleball is a multi-generational sport to be enjoyed by youths to super seniors. The rules are simple and the game is easy for beginners to learn, but can develop into a quick, fast-paced, competitive game for experienced players.

The establishment of pickleball courts here in Redondo Beach will enhance our community health and wellness lifestyle for families and friends, couples and singles, new and experienced players of all ages. Multi-court facilities will provide opportunities for recreational drop-in play, organized play, instruction, clinics, leagues, and tournaments.

Redondo Beach is approximately six square miles and the reality is it can take 15-30 minutes to drive from one end to the other. We strongly support the city approving the conversion of a tennis court into four dedicated pickleball courts at Alta Vista Park in South

Redondo and the new construction of six dedicated pickleball courts with appropriate lighting, fencing, and seating at Aviation Park in North Redondo.

Two separate locations will spread the pickleball love to our Redondo Beach residents and surrounding communities, as well as create a consistent revenue stream for our Parks and Recreation Department from various pickleball activities. Alta Vista's adjacent tennis courts could support future tournaments and Aviation Park could join with Manhattan Heights Park to create bi-city pickleball events.

We thank the city for conducting the Feasibility Study and request that the establishment of dedicated pickleball courts in South Redondo at Alta Vista and North Redondo at Aviation Park be approved.

Sincerely,

Teri Carter
USAP Certified Referee and Registered Trainer
USAP Certified Referee Coordinator, West Region
USAP Referee Coordinator
USAP National Championships, 2021 Co-Tournament Director
PPR Certified Pickleball Pro Instructor

Shannon Carter
USAP Certified Referee and Registered Trainer
USAP Referee Coordinator
PPR Certified Pickleball Pro Instructor

USAP = USA Pickleball (Association)
PPR = Professional Pickleball Registry

ALTA VISTA PARK ANALYSIS:

- 8 qty. existing tennis courts in slight northeast / southwest orientation
- 1 qty. tennis court can be re-surfaced to accommodate 4 pickleball courts
- Existing fencing and sports court lighting
- Paths lead to all other park amenities and adjacent on-site parking
- Potential location for one stand-alone pickleball court with lighting and fencing, tree removal
- Tennis courts located down slope approximately 140'-150' from residential housing across both S. Juanita Avenue and Camino Real. Residences are between 5'-11'+ higher than the tennis courts

SITE CONSTRAINTS

- Existing A.D.A. parking striping and ramp do not meet current building codes and would need to be updated.
- A single stand-alone, lighted court would cost more than refinishing one tennis court and serve fewer people.
- One court: 4 players. Four courts: 16 players
- Park Hours: 5:30 a.m. to 10:00 p.m.

ESTIMATE OF PROBABLY COSTS:

Converting One Existing Tennis Court: remove existing netting posts/sleeves/anchors and cap, resurface and restriping court, install 8 netting posts/footings, 4 nets, 2 additional benches: *\$42,400

New Stand-Alone Pickleball Court: concrete pad, court striping, fencing and gates, 2 posts, 1 net, 1 bench, lighting, remove 2 trees, remove turf-grass, grading to level area: *\$53,300 plus site-work. Optional sports court surfacing: \$5,000. Lighting: \$40,000

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.



POTENTIAL TENNIS COURT FOR RE-SURFACING



POTENTIAL LOCATION FOR STAND-ALONE PICKLEBALL COURT



4-COURT PICKLEBALL OVERLAY ON EXISTING TENNIS COURT

Alta Vista Park



Project
Pickleball Feasibility Study
City of Redondo Beach, CA

Landscape
Architect



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2025 E. 10th Street, Suite 100
Long Beach, CA 90802
Phone: (562) 591-1177
www.hirschassociates.com

LS4
11/22/21



BASKETBALL HOOP AND BACKBOARD ENCROACHING INTO PICKLEBALL COURT



EXISTING HALF BASKETBALL COURT CAN BE OVERSTRIPED

EXISTING BASKETBALL COURTS WITH TEMPORARY STRIPING USED FOR PICKLEBALL



PICKLEBALL OVERLAY ON EXISTING BASKETBALL COURTS

Perry Park

SCALE: 1"=50'-0"

ESTIMATE OF PROBABLY COSTS:

Re-Stripe Existing Basketball Courts: clean existing surfacing, repair damaged concrete patches, maintain or refresh basketball court striping and add pickleball striping in contrasting color, option to re-surface courts prior to striping: *\$4,500 pickleball court striping only, plus site work. Optional sports court surfacing with multi-court striping: \$30,000-\$35,000

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

PERRY PARK ANALYSIS:

- 2 qty. existing 50' x 85' basketball courts in north / south orientation can be overlaid to accommodate a multi-court with 2 basketball courts and 3 pickleball courts
- One court is currently being used for two pickleball courts with temporary taped striping
- Existing temporary striping is not ideal with basketball backboards and hoops encroaching into pickleball play space and backboard pole located within safety over run zone just outside of courts
- Existing fencing and sports court lighting
- Street parking only along Rockefeller Lane and Slauson Lane
- Existing A.D.A. parking along Rockefeller does not meet current code
- Paths lead to all other park amenities including street parking
- Basketball/Pickleball courts located adjacent to busy Grant Avenue in the center of the park. There are no noise complaints or concerns currently at this location
- Park Hours: 6:00 a.m. to 8:00 p.m.

SITE CONSTRAINTS AND CONSIDERATIONS

- Not much open space available for a stand-alone pickleball court at this location.
- Existing court concrete has patches that are pitting, spalling and previous repairs were carved into. These would need to be repaired. Another option would be to resurface and stripe the court with colored surfacing to better define the courts from the adjacent plaza to the east
- Existing A.D.A. parking striping and ramping along Rockefeller Lane should be brought up to current code.



Project
Pickleball Feasibility Study
City of Redondo Beach, CA

Landscape
Architect



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS & PLANNERS
1815 East Ocean Avenue, Suite 100
Redondo Beach, CA 90260
Phone: (310) 261-1100
www.hirschassociates.com

LS6
11/22/21

ESTIMATE OF PROBABLY COSTS:

New Stand-Alone Pickleball Court (per court):
concrete pad, court striping, fencing, 2 poles, 1 net, 2 benches, remove 5 trees, remove turf grass, grading to level area, retaining wall or curb:
*\$53,300 - \$319,800 for 1-6 courts plus site work, optional sports court surfacing: +\$5,000/court. 18' high sports lights: up to \$40,000/court plus \$10,000 for electrical improvements

*All estimated costs are for basic amenities only. A survey would need to be conducted, along with a conceptual design to determine more accurate costs due to the extent of: grading, retaining curbs or low walls, tree removal, noise abatement structure, accessible path and other items that may need to be addressed on a site specific basis.

AVIATION PARK OPEN FIELD ANALYSIS:

- Open field is bounded by a public gymnasium, a child development center, and parking lots for the adjacent Northrup Grumman complex
- No existing permanent lighting within the field area other than within parking lots and at buildings
- Parking directly adjacent to open field is privately owned by Northrup Grumman
- There is no accessible parking for open field access
- Electrical and water is available at adjacent gym
- Existing fitness center has agreement with Northrup Grumman for parking in private parking lots

SITE CONSTRAINTS AND CONSIDERATIONS

- If no exterior lighting is provided, court use would be limited to daylight hours.
- Accessible parking should be installed including ramp and necessary striping. Approval by Northrup Grumman would be required
- Root damage to parking lot curbs and asphalt from adjacent mature trees
- Accessible path to new courts would need to be added, but there is ample space for access to all courts, lighting, seating, and other park amenities
- Noise abatement may be needed near the child development center if the noise is distracting to the children or they have nap times during the day.



EXISTING TURF AREA, NORTH AND EAST OF EXISTING BASEBALL FIELDS



NEW PICKLEBALL COURT OPPORTUNITY

SCALE: 1"=50'-0"

Aviation Park Open Field

Project
Pickleball Feasibility Study
City of Redondo Beach, CA



Landscape Architect



H. B. & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
4001 East Washington Avenue, Suite 200
Pasadena, CA 91107-3400
Phone: 626.796.4444 Fax: 626.796.4444
www.hbassoc.com

LS10
11/22/21

Quick Update - re Pickleball Courts in Redondo Beach

Dallas Poffenroth <dallas.poffenroth@gmail.com>

Mon, Feb 21, 2022 at 11:48 AM

Draft To: SUSAN HIGGINS <shiggins31@aol.com>, Kelly Orta <Kelly.Orta@redondo.org>, Cameron Harding <cameron.harding@redondo.org>, laura.emdee@redondo.org, Teri Carter <3dogpickleball@gmail.com>, Shannon Carter <bignavguns@yahoo.com>

Good morning everyone,

Thank you, Susan, for continuing your detailed updates with regards to advancing Pickleball for Redondo Beach. Hopefully our methodical steps forward are soon productive in terms of developing courts in this city. Unfortunately, it is distressing to hear that there could be backlash from tennis players with regards to development of courts at Alta Vista Park, as this is an excellent location. Several responses to negative feedback from this group would be:

1. Tennis players do not "own" this park. ALL the taxpayers of Redondo Beach are contributing to the development of Redondo Beach parks.
2. Many tennis players play both sports, and now must play at parks in other cities, or join private sports clubs at significant cost (eg. West End Racquet & Health Club) to play Pickleball.
3. An increasing number of tennis players, who are now physically unable to play tennis, are able to continue a racquet sport due to Pickleball. This provides physical and social benefits to this segment of players.
4. Other cities (eg. Manhattan Beach, El Segundo and Torrance) have generously developed their tennis facilities to include new and shared courts for Pickleball.

Pickleball is one of the most rapidly developing sports in the world. Attached is a recent article from NPR clearly illustrating the rapid growth of this sport.

In addition AARP magazine February/March 2022 has a focus article (pg 65) "Pickleball for Life".

We should not let naysayers deter us from our goal; especially in light of the Redondo Beach Parks and Recreation study and positive responses it elicited.

Regards,
Dallas Poffenroth
USPA Ambassador, Redondo Beach

On Wed, Feb 16, 2022 at 5:47 PM SUSAN HIGGINS <shiggins31@aol.com> wrote:

Hello Everyone,

Just got off the phone with Kelly Orta (Redondo Community Services Senior Mgmt Analyst responsible for pickleball project). She initiated the call and wanted to let me know that PICKLEBALL COURTS would not be on the City Council's Agenda for March 1st. They are working on getting it on the Agenda for possibly March 15th. Kelly will keep me posted once the actual date for the City Council meeting is set that includes "Pickleball Courts". Kelly said that at last night's Council meeting, Laura Emdee (District 5 Councilmember) made a pitch about pickleball courts and Aviation Park and setting aside \$600,000 of capital money to support pickleball court construction. The meeting last night involved mid-year budget review. Good for Laura Emdee! Since pickleball courts was not on the Agenda, don't know how this played out..... At least it was brought up so when Pickleball Courts is formally put on the Council's Agenda for discussion and a vote, all will have had a heads up.



Administrative Report

N.3., File # 22-4071

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE PROCESS TO REPLACE THE CITY'S WEBSITE AND CONTENT MANAGEMENT SYSTEM

EXECUTIVE SUMMARY

As part of the Strategic Plan, City Council directed staff to pursue the improvement and/or replacement of the City's website with a modern, responsive design that is visually appealing, user friendly, simple, informative, and easily searched.

In order to procure the next website and content management system provider, staff recommends the formation of two working groups, one with staff and a subcommittee of the Mayor and City Council and the other, with staff and a few members of the community selected by the City Manager. The working groups would assist with 1) the preparation and release of a Request for Information (RFI) from prospective website vendors, 2) evaluation of the RFI responses, 3) development of the criteria for the selection of a qualified vendor, and 4) selection of the vendor and identification of the desired contract services.

BACKGROUND

Since 2002, the City has utilized the same vendor for its website and back-end content management solution. In that time, user needs and expectations for the City's website have changed dramatically. Rather than a source of information, users expect the City's website to be an intuitive conduit to vital services where community members can find what they need quickly and easily. This expectation has only been enhanced over the past two years as the pandemic pushed individuals to engage online more than ever to obtain the goods and services required to carry out their daily lives.

There has been a great paradigm shift in municipal websites. Jurisdictions across the country have embraced a service-based delivery model focused on placing the services most used by the community prominently on a stripped-down homepage that includes a mobile-responsive design, intuitive navigation, and robust search capabilities.

These shifts demand that the City consider fresh website options beyond the offerings of the current partner. The City recommends releasing an RFI to solicit information from vendors with a track record of success providing websites and content management system solutions to cities based on current best practices and a modern understanding of user needs.

To best capture the wide range of needs and communication interests in the community, staff

recommends the establishment of two working groups. One group comprised of a maximum of two Councilmembers, (to ensure a non-Brown Act subcommittee) and the other with members of the public (likely three) selected by the City Manager. These groups would work with staff members from various Departments who are regularly involved with external City communication and website content. The groups would be tasked with reviewing the RFI responses and contributing to the development of requirements that will help inform the selection and procurement of an updated website and content management solution. The two groups must remain separate and the residents must be selected by the City Manager in order to avoid Brown Act meeting requirements.

COORDINATION

The City Manager's Office coordinated the preparation of this report with the Information Technology Department.

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Draft RFI



Request for Information

#XXXX-XXX

Website, Hosting, Content Management Solution

May XX, 2022

Responses Due: June XX, 2022 at 4:00 P.M.

Submit Responses and Questions via email to:

Luke Smude

luke.smude@redondo.org

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Contents

1. Introduction	3
2. City Profile	3
3. Intent of Request for information (RFI)	3
4. Project Objectives	4
5. Anticipated Scope	4
6. Expected Functionality.....	5
7. Submission of Response.....	5
8. Questions and Communications	6

1. Introduction

The City of Redondo Beach (“City”) is seeking responses from qualified firms with ability to provide a new website, content management system (CMS), and hosting services to replace the City’s current website located at www.redondo.org. In the near future, the City will undertake a total redesign and replacement of its current website in order to better serve the City’s residents, businesses, and all other online visitors.

Project goals include improving online customer service and accessibility, increasing civic participation and communication regarding the City, its programs, and services. The City is seeking a solution that is versatile, forward-thinking, service-based, responsive, easy to update, intuitive, capable of adapting to new technologies and open government applications, with a flexible CMS that integrates with various 3rd party applications in use throughout the City.

The City currently utilizes a self-hosted Civica website and Civica CMS through an ongoing agreement with Granicus. The City also leverages SiteImprove to maintain its AA ADA Compliance.

2. City Profile

Redondo Beach is a full-service city with its own police, fire, and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial harbor including King Harbor, a 1,500-slip private craft port, the Redondo Beach Pier and Seaside Lagoon, and a bathing and surfing beach.

Located in the choice coastal edge of Los Angeles County, just twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City’s population has been slowly but steadily growing in the past few years. As of January 2010, the Census reports a total population of 66,748. Median home price is approximately \$612,000.

Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the Galleria at South Bay a regional mall anchoring the east end of the City; and an eclectic mix of specialty shops, restaurants and services known as the Riviera Village area in the south end of the City.

Redondo Beach is a “charter city” governed by a council-manager form of government. The Mayor is elected at large, and one Council Member is elected from each of the five City districts. The Mayor and Council appoint the City Manager as the chief administrative officer of the City to guide day-to-day operations.

More information can be found at: <https://www.redondo.org/>

3. Intent of Request for information (RFI)

The information received in response to this RFI will help determine the approach taken, and approximate funding required, to update and replace the City’s website. The City hopes to establish a pool of vendors capable of providing these services with a history of driving the municipal website space forward by delivering solutions that are both powerful and easy to use. The information provided in your response should also educate the City about the solutions you offer and how your firm will be able to help Redondo

Beach improve upon its current website and implement a solution that will be relevant today and dynamic enough to suit the evolving needs of the City over time.

This is not a solicitation for quotations, bids, or proposals. No contract award will result from this RFI. The City may contact Respondents, at its sole discretion, for additional information or online demonstrations. The City shall not be obligated to contact any respondent, to purchase goods or services related to this RFI.

Response to this RFI is not mandatory to be considered for any future solicitation for a website replacement project. The City will determine, in its sole discretion, whether to proceed with a solicitation following the RFI. It is entirely the respondent's responsibility to remain informed of the City's issuance of any future solicitations. The City assumes no liability for failure of respondents to obtain and respond to any such solicitation.

4. Project Objectives

The City desires information on comprehensive website solutions that have the flexibility and capability to meet current and future needs for design, content management, and hosting. The City also prefers a secure solution that limits exposure to cyber attacks and data breaches.

The objectives of the project include, but are not limited to:

- Migrating data from exiting website to the new content management system
- Improving the overall website experience and user flow
- Creating simple, easy-to-use services online
- Creating a sustainable workflow to manage content contributions and calendars
- Separating design from content so the content contributors only make text edits.
- Refreshing and improving the overall design
- Search Engine Optimization

5. Anticipated Scope

The anticipated scope of this project includes the items below required to launch a new website for The City. The City intends to continue improving its online services beyond implementation by using integrated technology based on identified user goals (e.g. reporting, request tracking, tracking city projects). We look to your firm to propose attainable areas for improvements based on user need during the redesign and recommendations for enhancements you have seen be successful in other jurisdictions.

The anticipated scope includes:

- Research and Discovery
- User Testing
- Content Audit
- Design
- Development
- Content revisions/recommendations of top identified pages
- Analytics integration and setup using Google Analytics and Tag Manager
- Migration
- Quality Assurance
- Launch
- Training and Documentation

6. Expected Functionality

A The following is a list of expected and/or desired features, functionality and integrations. Recommendations to any of these items are welcome. The following list is not ordered by priority:

- Mobile-first design
- Robust search capabilities
- Document Management that allows back-end users to replace files without updating links
- Calendar with search and filter capabilities
- Page-specific and global configurable alerts
- Embedded media, including videos and galleries/slideshows
- Forms capable of conditional logic and custom submission messages
- Dynamic news frames or carousels that are easy to update
- User Management including role-based permissions
- Draft status and page scheduling features that allow users to schedule pages to go live
- User-friendly analytics and reporting tools
- Social Integration to facilitate distribution of shared content and calendars
- Active Directory integration
- API Integration
- Searchable Archive
- Broken Link Checker
- Website Hosting and Security Infrastructure
 - Data protection, monitoring, and backups.
 - Disaster recovery.
 - Database and network redundancies.
 - Antivirus protection.
 - Intrusion detection and prevention.
 - Available compute resources for normal site usage and peak site usage.
 - Uptime SLA
- Customizable Design Template to differentiate City's website from other jurisdictions

7. Submission of Response

Vendors should prepare their responses based on their best fit recommendation from their total line of available products and services related to website design, CMS, and hosting. If additional options exist in your product line, please provide additional information on these solutions as well.

All responses must be submitted via email to Luke Smude at luke.smude@redondo.org no later than 4:00 P.M. Pacific Standard Time, on June XX, 2022. Responses may not be accepted after the stated time.

Proposal Response Format. In order to assist in the review of all responses, vendors are being asked to submit a bookmarked PDF document that includes the following sections and content.

Section	Description
1. Introduction/ Summary	A letter of introduction that provides an executive summary of the Firm's experience and product offering relevant to the scope of work described in this RFI. Limit 2 pages

2. Experience and Background	Explain your organization's capability to achieve the objectives of this project with reference to prior experience, available resources, etc. Limit 2 pages
3. Product Overview	Provide a detailed description of the proposed solution to address the City's needs in each area: 1) Website 2) Content Management Solution 3) Hosting
4. Pricing	Provide an estimated budget based on previous implementations you have completed in other jurisdictions.
5. Implementation	An overview of implementation methodology and recommended approach to implementation as well as the expected timeline based on the anticipated scope and functionalities listed above.
6. Training Plan	Provide a sample training plan for delivery of a series of technological and functional training sessions for staff at various recommended permission levels.
7. Testing Plan	Provide a sample testing plan that illustrates your testing approach and how it will set the City up for a successful implementation and go-live.
8. Support	Review of support services offered and recommended including but not limited to: 1) System Administration – remote performance monitoring, tuning, loading of patches, and version releases, etc. 2) User Support – hours of service, average/guaranteed response time, ticketing system used, resources available, escalation process 3) Support for 3rd Party Partner applications 4) System Enhancements – approach to user enhancement requests 5) Online Training / Library resources 6) User Groups and Conferences 7) Skillset required for administration of system 8) System Back-up, Redundancy, Disaster Recovery Services
9. References	Please provide at least 3 current customers that we may contact to further research the proposed solution. Please provide 1) City Name 2) Services provided 3) Website URL 4) Contact Person (telephone/email address) 5) Features of this site that illustrate your firm's ability to

8. Questions and Communications

All questions, concerns or comments regarding this RFI must be submitted via email to Luke Smude at luke.smude@redondo.org. Answers to such inquiries, as well as any revisions to the request for information, will be publicly posted on the City's vendor portal in the form of an addendum. Any addenda shall become a part of this RFI. Conversations and/or other interpretations or clarifications shall be without legal or contractual effect.

All questions regarding this RFP must be submitted through the vendor portal noted above and must be submitted no later than May XX, 2020 by 4:00 P.M. Pacific Standard Time.



Administrative Report

N.4., File # 22-3847

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

RECEIVE AND FILE A REPORT ON MURAL ORDINANCE OPTIONS AND AVAILABLE MURAL LOCATIONS THROUGHOUT THE CITY

EXECUTIVE SUMMARY

The City Council's Strategic Plan includes an objective to present a "report on mural ordinance options and available sites." The Community Services Department has researched the topic and found examples of ordinances from other public agencies. Staff found each ordinance to be specific and unique to the agency it represents. Most ordinances include regulations regarding public art fees; murals on private versus public property; the process to obtain permits; regulations surrounding murals grandfathered in that may not conform to the ordinance; and the approval and registration process for mural installation.

The City of Redondo Beach's public art requirements are prescribed in Chapter 6 of the Municipal Code, and are collectively named the Public Art Program. The Chapter outlines standards and guidelines for the installation of public art as part of new private developments and certain capital improvement projects constructed by the City. The program requires an allocation of funds (tied to building valuation) be spent on either a public art piece at the project site or through a donation to the John Parson's Public Art Fund for the City's use on other citywide public art projects.

Also discussed in Chapter 6 is the development of the City's Public Art Master Plan (see attached), which lists several sites for potential murals. Artists commissioned to complete a public art project using John Parson's Public Art Funds at planned locations (or other sites not included in the master plan) must submit the project concept to the Public Art Commission, where it is reviewed for appropriateness and then forwarded to the City Council for consideration approval.

To develop a mural ordinance unique to Redondo Beach, it is recommended that the City Council direct Community Services staff to work with the Public Art Commission to prepare a draft ordinance and return with an item for City Council consideration of approval.

BACKGROUND

In researching the topic staff couldn't find many comprehensive local ordinances to use as models, but did identify the City of Los Angeles as having a robust example. LA's mural ordinance includes regulations regarding fees; murals on private versus public property and the process to obtain permits; regulations surrounding murals grandfathered in that may not conform to the ordinance; and

the approval and registration process for mural projects.

The City of Glendale is in the finishing stages of a mural ordinance and completed a comparative assessment of the mural programs in West Hollywood, Portland, and LA. Their assessment would be helpful in the preparation of an RB ordinance. Staff also looked at the City of Long Beach. Long Beach doesn't have an Ordinance, but does have a Parks Mural Toolkit that provides information on the application and approval process, the roles of staff and the Parks and Recreation Commission, and a listing of available sites.

In order to provide City Council a draft ordinance unique to Redondo Beach, staff proposes to present an item to the Public Art Commission that includes examples from other public agencies and to work with the commission to develop a draft ordinance that, among other things, addresses private properly murals that are not part of a development project; procedures for mural review, approval and issuance; and a grandfather clause for existing murals in the City. The drafted ordinance would then be presented to City Council for consideration of approval.

City of Redondo Beach Public Art Program

Currently, the City of Redondo Beach has a number of existing public art requirements prescribed in Chapter 6 of the municipal code, collectively named the Public Art Program. This chapter outlines standards and guidelines for the installation of public art in new, private developments and capital improvement projects constructed by the City involving certain buildings and community facilities. This program requires new developments to include public art as part of their project at a cost of at least 1% of the building valuation. Alternatively, developers may make a monetary contribution of at least 1% of the building valuation to the City's Public Art Fund, which can be used by the City for other citywide public art projects. Similarly, the City must allocate an amount equivalent to 1% of the building valuation to be applied towards a public art installation that would be incorporated into the project.

This program was encouraged and in part developed from the efforts of John Parsons, a former Planning Commissioner, Harbor Commissioner and City Council member. Following his passing, the City created a Public Art Fund, known as the John Parsons Public Art Fund, where in-lieu fees and public art-specific donations would be collected for future projects and allocated through the guidance of the Public Art Commission. Additionally, a Public Art Master Plan was developed to outline the placement, installation and acquisition of public art owned by the City that utilizes the John Parson's Public Art Fund. A copy of the Public Art Master Plan is included as Attachment 1.

Potential Sites for Murals

The City's Public Art Master Plan, adopted in 2016, identifies several sites for potential murals listed on pages 42-45. Examples of these potential sites include exterior walls or building facades, street medians, open space, parks, and beautification of amenities throughout the City including benches and trash cans.

Although certain sites have already been identified, an artist may propose alternative locations not included in the Master Plan. Currently, if the City receives interest from an artist to create a mural in a public space, the artist would present the proposal, including images of the artwork and the proposed location, to the Public Art Commission for consideration. After evaluating the project, the Public Art Commission makes a recommendation to the City Council as to whether or not the City should approve the art installation and use Public Art Funds.

COORDINATION

The Community Services Department coordinated internally to develop this report.

FISCAL IMPACT

Typically, the installation of new murals is funded by the John Parsons Public Art Fund. The fund has a current balance of \$909,122.06.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. Public Art Master Plan



City of Redondo Beach Public Art Master Plan

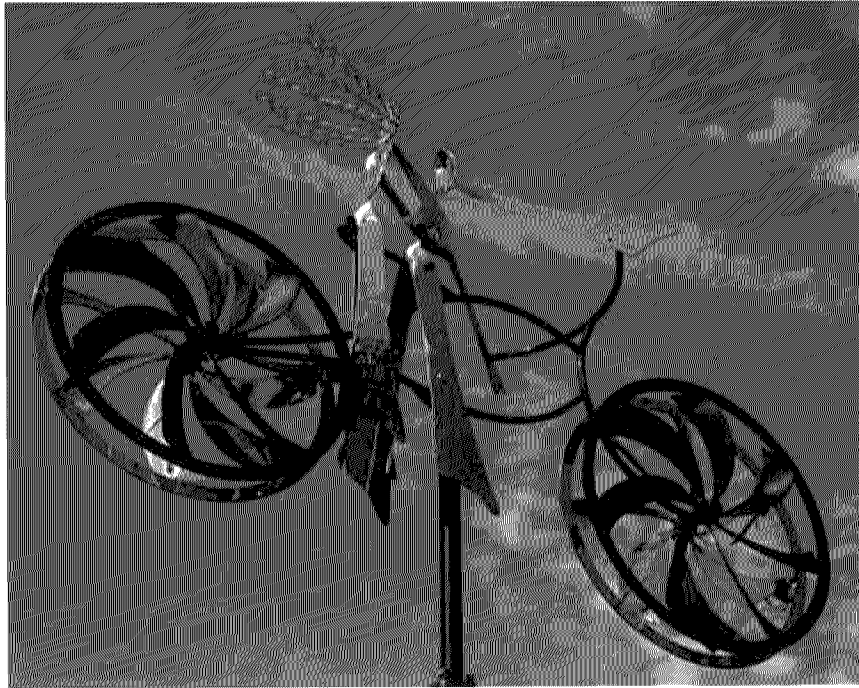


TABLE OF CONTENTS

Section 1. Definitions	pg. 4
Section 2. History, Timeline and Process.....	pg. 5
Section 3. Scope	pg. 6
Section 4. Purpose and Goals	pg. 6
Section 5. Project and Site Selection	pg. 7
Section 6. Artist Selection	pg. 10
Section 7. Conservation and Maintenance.....	pg. 12
Section 8. Gifts and Loans.....	pg. 17
Section 9. Deaccession and Removal.....	pg. 20
Section 10. Receipt and Completion.....	pg. 24
Section 11. Public Art Collection.....	pg. 24
 Attachment A.....	City Map
Attachment B	Public Art Collection
Attachment C	Proposed Public Art Locations
Attachment D.....	Public Art Ordinance

1. DEFINITIONS

1.1 To establish policies, procedures, and responsibilities for acquiring, inventorying, maintaining, and disposing of artwork pertaining to Public Art and the City Public Art Collection.

“Public art” means an original artwork of a permanent nature in any variety of media produced by an artist(s) which may include sculpture, murals, photography and original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building which have been created by an artist(s) as public art. City commissioned public art may also include pieces as identified above which may be moved from time to time as a gallery collection and placed in public buildings such as City Hall, the libraries and other publicly accessible facilities.

Public art does not include the following:

- a) Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects or fountains;
- b) Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist(s) commissioned for this purpose working individually or in collaboration with the building architect;
- c) Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art by the artist(s);
- d) Directional elements such as super graphics, signage as defined in the Redondo Beach Municipal Code Section 10-2.1800, or color coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;
- e) Interpretive programs;
- f) Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, print making, sculpture or other media arts, specifically commissioned by the City;
- g) Services or utilities necessary to operate or maintain the artwork over time;
- h) Existing works of art offered for sale or donation to the City which do not have an established and recognized significance in the field of public art as determined by qualified arts professionals and art appraisers and ultimately as judged by the Public Art Commission or City Council;
- i) Works of art which are not visible to the public;
- j) Works of art which cannot be reasonably maintained within the resources allocated by the City of Redondo Beach;

- k) Logos or corporate identity.

1.2 John Parsons Public Art Fund

The City's John Parsons Public Art Fund (Ordinance No. 3127-14) shall be a fund dedicated to the acquisition and maintenance of public art assets, such as outdoor sculpture and artwork integrated into physical structures and environments. All new non-residential development with a minimum building valuation of two hundred and fifty thousand dollars shall include an element of public art equal to one-percent of the valuation or, contribute the equivalent amount to the Public Art Fund. Additionally, residential development of at least three units and a minimum building valuation of two hundred and fifty thousand dollars shall include an element of public art equal to one-percent of the valuation or, contribute the equivalent amount to the Public Art Fund. Eligible City Capital Improvement Projects with a minimum building valuation of two hundred and fifty thousand dollars shall include an element of public art equal to one-percent of the valuation. Ordinance No. 3127-14 is included as Attachment D to this Master Plan.

1.3 Public Art Program

The Public Art program of the City of Redondo Beach is overseen by the City's Public Art Commission and the Cultural Arts Manager under the direction of the Community Services Director, the City Manager, and the City Council. The program is responsible for the planning and commissioning of all artwork through the Public Art Fund, which receives its funding through a percentage of private and public development projects. This may include artwork purchases, commissions, loans, donations, and sales. The program also works in partnership with all City departments in the implementation of the planning, commissioning, acquisition, handling, installation, conservation and maintenance of all public artwork under the jurisdiction of these entities.

Public art is considered to be works of art that are displayed in the public right of way and are visible to the public free of charge or admission. For the purposes of this policy, public art shall also be works of art that are owned and or otherwise under the control of the City of Redondo Beach. Further, public art shall be works of art that are displayed on City of Redondo Beach property.

Works of art are acquired by the City of Redondo Beach in a variety of methods. Private individuals, groups, corporations, foundations, and agencies may offer works of art as donations to the City of Redondo Beach. Works of art that are donated may be displayed on a temporary or permanent basis.

Art works as a result of an artist commission or donation are an important part of the City's growing public art collection and presence in the public realm.

The Financial Services, Community Development, Public Works and Community Services Departments are the main facilitators and coordinators for all of the activities covered herein. However, to achieve

maximum compliance with this Master Plan, the involvement of other City departments may be required depending on the nature and scope of the artwork.

The procedures outlined below are intended to facilitate City-wide communication and identify responsibilities and relationships among stakeholders as they work together to achieve maximum compliance with the provisions and activities covered herein.

SECTION 2. HISTORY

2.1 History

2.1.1 January 15, 2008, City Council establishes a Public Art Task Force to make recommendations regarding policy issues pertaining to public art and implementation of a public art program. June 17, 2008, City Council approves initial funding for public art program activities in City's FY 2008-09 Capital Improvement Project budget (CIP). December 2, 2008, Public Art Commission established by City Council. March 17, 2009, Public Art Commission By Laws approved by City Council. November 11, 2014, Public Art funding ordinance adopted by City Council.

2.1.2 Public Art projects that have been completed using City public art funds include the Esplanade Bollard Mosaics, the Esplanade walkway mosaic panels, and the sculpture at the North Branch Library.

SECTION 3. SCOPE

3.1 Scope of Policies and Procedures

These public art policies and procedures pertain to artwork commissioned through the Redondo Beach Public Art program, as well as to gifts and donations of public artwork to the City. They also apply to the planning, purchasing, commissioning, handling, conservation and maintenance of public artwork under the jurisdiction of all City departments. Any agreements the City of Redondo Beach develops with site owners, site managers and other partners for public art projects shall be consistent with these policies. The scope of these policies shall be a topic of ongoing discussion between the Public Art Commission, the City Council and City staff.

SECTION 4. PURPOSE AND GOALS

4.1 Purpose

The mission of the public art program is to enrich the lives of citizens and visitors by integrating public art into City planning, services, design and infrastructure. The following values and goals shall guide the City in making decisions regarding public art. Review criteria for public art shall be based on these values and goals.

4.2 Values and Goals

4.2.1 Stimulate Excellence in Public Arts:

- Enhance the aesthetic environment of public places within the City through engaging, unique and high quality public artworks.
- Engage qualified and experienced artists.

4.2.2 Enhance Community Identity and Place:

- Build awareness of community history, identity, cultures and geography.
- Develop artworks that are integrated into City building projects and are compatible with their settings.

4.2.3 Contribute to Community Vitality:

- Promote Redondo Beach as a nationally and internationally recognized arts city and tourist destination.
- Build the capacity of and cooperation between the private and public sectors, artists, arts and community members.
- Encourage civic dialogue about important City issues.
- Develop and maintain safe artworks.

4.2.4 Involve a Broad Range of People and Communities:

- Enhance opportunities for all citizens and organizations to participate in the planning and creation of artworks.
- Celebrate the City's cultural communities.
- Provide opportunities for the community to collaborate and define areas of creative place making.
- Provide educational opportunities for students of all ages. .

4.2.5 Value Artists and Artistic Processes:

- Provide a range of creative opportunities for artists with a range of experiences.
- Ensure the ongoing integrity of artworks and respect the creative rights of artists.
- Always involve artists directly in the concept, design and creation of artworks.

4.2.6 Use Resources Wisely:

- Pursue projects that the City can support and maintain.
- Develop and sustain projects in a cost-effective manner.
- Use City funds to leverage private investment in public art and use public art to leverage private investments in other city ventures.

SECTION 5. PROJECT AND SITE SELECTION

The Public Art Commission of the City of Redondo Beach shall review all potential donations and commissions of public art works. The Commission shall provide recommendations to the City Council. When necessary, additional City Commissions shall review potential public art projects. City staff

representing City Departments, including, but not limited to, the Planning, Building, Engineering, and Community Services shall review all potential public art projects. All applicable City Commissions and City staff shall review a potential public art project prior to its reporting to the City Council.

The aspects of a potential public artwork project that shall be addressed by applicable City Commissions and City staff, include, but are not limited to, technical feasibility, code compliance, budget, maintenance needs, durability and anticipated life span of the work, safety hazards and potential for vandalism, as well as donor/artist terms and conditions.

The acquisition of a public artwork by the City of Redondo Beach means a commitment to its preservation, protection, and display for the public benefit. All materials used in the creation of an artwork in a public setting must be durable for the City's marine environment. The artwork must be suitable for display in the proposed indoor or outdoor setting and must not have a limited life span due to either built-in obsolescence or inherent weakness.

Public art project review shall consider the artistic quality, durability, compatibility with the proposed site and adjoining neighborhood, context within the City's artwork collection, the professional credentials of the artist, and the responsiveness to the City issued request for proposals, if present.

In general, works of art will be acquired without legal restrictions as to future use and disposition, except with respect to the State or Federal laws on preservation, copyright, and/or resale of works of art.

Artworks as gifts of state presented to the City of Redondo Beach by foreign governments or by other political jurisdictions of the United States may be accepted by the City Council or City Manager on behalf of the City. Permanent placement of any such artworks will be determined jointly by the Public Art and other applicable City Commissions, and the appropriate City departments. If not provided by the donor, maintenance of the art will be the responsibility of the City of Redondo Beach.

5.1 Objectives

5.1.1 Identify priorities that are consistent with the goals of the Public Art program and the planning efforts of the City of Redondo Beach.

5.1.2 Provide opportunities for projects to be initiated from multiple stakeholder groups.

5.1.3 Balance projects across the City.

5.1.4 Educate City staff and partners about public art and its important role in public infrastructure and planning.

5.1.5 Provide opportunities for educators to encourage the study and appreciation of art by students of all ages.

5.1.6 Use public resources wisely and leverage financial support for public art from multiple sources.

5.1.7 Develop public artworks that are sustainable.

5.2 Locations for future public art projects

A directory of the City's public areas shall provide available locations in the public right of way for future public art projects undertaken by the City which are funded at least in part by the Public Art Fund. The directory shall be reviewed and updated as the public spaces of the City evolve over time. The public spaces of the City include, but are not limited to, parks, facilities, and road medians. The current catalogue is included with the Public Art Master Plan as Attachment C.

5.2.1 Creation of a public art location plan for specific developments or areas;

5.2.2 The Public Art Commission shall create and maintain a catalogue of public sites for the potential placement of public art.

5.2.3 The catalogue shall be updated on a bi-annual basis or as needed to respond to physical changes to the City and the City's public spaces.

5.2.4 The catalogue shall present locations evenly across all City districts for public art.

5.2.5 The catalogue shall include a focus on public sites that serve as entryways to the City.

5.2.6 The catalogue shall include a focus on corridors with rates of high vehicular travel.

5.2.7 The catalogue shall include a focus on corridors with rates of high pedestrian and bicycle travel.

5.3 Types of Projects and Locations to be considered.

The focus of the program shall be public infrastructure and City building projects, such as buildings, parks, roads, bridges and other structures and spaces constructed by the City. The types of projects to be considered may include:

5.3.1 Commissions by artists or commissions for artists to serve on design teams for City infrastructure and plans;

5.3.2 Initiatives from the for-profit sector needing technical assistance in developing an artwork on public property or private property in public view; and

5.3.3 Maintenance of existing works of public art.

5.4 Selection Criteria

The criteria listed below shall be used for evaluating proposed projects:

5.4.1 Stimulate Excellence in Urban Design and Public Arts:

- Does the site provide an opportunity to make an engaging or bold artistic statement?
- Does the site/project provide an opportunity for a unique public artwork?
- Is the site/project an opportunity to draw an artist with a significant or engaging body of work?

5.4.2 Enhance Community Identity and Place:

- Does the site, surrounding area or project provide an opportunity to reflect on the community and its characteristics, including history, identity, geography and cultures?
- Are there opportunities within the site/project to integrate artwork into the design or function of structures?

5.4.3 Contribute to Community Vitality:

- Will the site be publicly visible to and attract public viewing?
- Is the project making an effort to build capacity and cooperation between the private and public sectors, artists, arts organizations and community members?
- Does the site have the potential to engage these groups?
- Does the site/project provide an opportunity to encourage civic dialogue on City issues?
- Is the proposed site and artwork location provide for public safety in its design, location and viewing location?

5.4.4 Involve a Broad Range of People and Communities:

- Does the site/project provide an opportunity to engage citizens, neighborhoods and organizations in the planning and creation of the artwork?
- Will the site/project support an artwork that meets ADA regulations?
- Does the site/project provide an opportunity to celebrate one or more of the City's cultural communities?
- Does the site provide a creative place making opportunity for people to gather and come together?

5.4.5 Value Artist(s) and Artistic Processes:

- Can the site/project accommodate an artist or range of artists working in a range of media or nurture an emerging artist(s)?
- Can the proposed site or design process include an artist and artistic process as a central element?

5.4.6 Use Resources Wisely:

- Are the conditions at the proposed site stable enough to support an artwork for several years or is the site expected to undergo significant changes in the future?
- Is the proposed site workable within the public art timeline and budget?
- Can funds be leveraged for the artwork from the construction budget?
- Does the site/project provide an opportunity for a specific grant, private partnership or donation?

Public Art projects shall also be evaluated based on their ability to comply with City building and code regulations. The Public Art program shall also strive to balance projects across the City.

SECTION 6: ARTIST SELECTION

6.1 Objectives

6.1.1 Foster a competitive application environment that results in strong proposals from artists and high quality works of art for the City.

6.1.2 Conduct artist selection early in the project to maximize the artist's impact on the project.

6.1.3 Create opportunities for a wide range of artists including emerging and established.

6.1.4 Foster the development of design teams who support artists and select artists who are compatible with the other team members.

6.1.5 Select artists who understand working with project budgeting, municipal governments, and project scheduling.

6.1.6 Select artists who understand the communities in which they will be working.

6.1.7 Keep application and design costs low and reasonable.

6.1.8 Support an efficient workload for staff, artists and design teams.

6.2 Application Process

6.2.1 Application Format: A process request for proposals (RFP) is recommended. Unlike a standard RFQ or RFP, a process RFP asks for an artist or team's qualifications, a description of their process for working and very preliminary ideas. This format is respectful of artists and ensures that the selection panel has the best information.

6.2.2 Selection Method: In most cases, an open call for artists is recommended. This call may be distributed locally, nationally or internationally, depending on the project needs. In cases where there is a specific artistic vision or a more renowned artist is desired, an invitational call may be used. Artist registries may be considered for large multi-year, multi-site projects.

6.2.3 Selection Timeframe: When working with a design team, the artist may be brought on before, with, or after the team. It is essential that the artist be hired no later than the very early stages of the design phase; it is preferred, though, that hiring occur before the design phase begins.

6.3 Artist Selection Criteria

The criteria listed below shall be used for evaluating artist and team qualifications, proposed processes and project ideas.

6.3.1 Stimulate Excellence in Urban Design and Public Arts:

- Is the artist's submission, previous work and/or proposed idea engaging and high quality in concept and construction?
- Is the quality of the artist's previous work comparable to other artwork commissioned by the City?
- Is proposed idea unique, one-of-a-kind or part of a limited edition?
- Is the artist not over represented in the City's collection?
- Does the artist have a significant or engaging body of work?
- Does the artist have experience collaborating with architects and other professionals?
- Does the artist have experience with architectural and engineering drawings and methods?
- Does the artist have experience in comparable projects and artistic disciplines?

6.3.2 Enhance Community Identity and Place:

- Is the artist familiar with the community or setting and its characteristics, including history, identity, geography and cultures?
- Has the artist's previous work been appropriate to the community or setting and the above characteristics?
- Do the proposed ideas reflect the community or setting and the above characteristics?
- Are the proposed ideas integrated into the site design?
- Does the artist have experience integrating artwork into infrastructure and building function?

6.3.3 Contribute to Community Vitality:

- Do the artist's previous projects or proposed ideas have the potential to attract visitors and residents?
- Does the artist's previous work or proposed process build capacity and cooperation between the private and public sectors, artists, arts organizations and community members?
- Does the artist's previous work or proposed process encourage civic dialogue about City issues?
- Are the artist's previous projects or proposed ideas safe from hazards for the viewing public?

6.3.4 Involve a Broad Range of People and Communities:

- Does the proposed process involve community members in the design or creation of the artwork?
- Does the artist have experience working with communities and with diverse groups?
- Does the artist have a demonstrated ability to address ADA regulations as they apply to public art?
- Does the artist's previous or proposed process celebrate one or more of the City's cultural communities?
- Does the artist have experience in projects that bring people together or create gathering places?
- Does the artist have experience revitalizing or repurposing underutilized spaces?

6.3.5 Value Artists and Artistic Processes:

- Does the artist have a unique or appropriate cultural, geographic or artistic perspective?
- Is the proposed project or process an opportunity to nurture an emerging artist?

- Does the proposed project or process appropriately support the integrity of the artwork and the rights of the artist?
- Does the proposed project or design process include the artist and the artistic process as a central element?
- Does the budget demonstrate appropriate support for the artist and the artistic process?

6.3.6 Use Resources Wisely:

- Is the artist's previous work or proposed project sustainable, secure and technically feasible?
- Has the artist's previous work been within the timeline and budget and is the artist able to work within the City's timeline and budget?

SECTION 7. CONSERVATION AND MAINTENANCE

The works of art created through commission, purchased by, or donated to the City of Redondo Beach represent a significant asset that must be appropriately managed. The acquisition and display of artworks entails a commitment to care and maintenance for the artwork adhering to the standards and practices of the art world. The following guidelines codify the overall approach to maintaining those public artworks owned or otherwise controlled by the City of Redondo Beach.

7.1 Periodic Review and Assessment of the Collection

Periodically, or at least once in every five year period, the City's public artworks will be evaluated for the purpose of public art collection management and in order to assess the collection's current status. This evaluation will be based in part on an artwork's original or most recent condition reports. This evaluation may be conducted in conjunction with outside experts as needed.

7.2 Routine Care and Maintenance

The City of Redondo Beach assumes the responsibility for ongoing conservation of artworks belonging to the City. The City will oversee the maintenance and conservation of all artworks in the City's collection.

Within the terms of the contract, all repairs and restorations that are made during the lifetime of the artist will have the mutual agreement of the City and the artist where feasible. To the extent practical, the artist will be given the opportunity to accomplish such repairs.

Establishing guidelines and schedules for routine maintenance such as cleaning, changing of light fixtures, etc.

Advising the artist or donor about the removal of artwork from a site for which it was selected or from public display.

Advising the artist or donor when artworks require extraordinary maintenance or repairs.

Periodically, or at least once every five years, inspecting and preparing a report on each work of art in the City collection which will include the present location of the artwork; present condition of the artwork; recommendation regarding needed maintenance or repairs.

Routine maintenance including regular cleaning of artwork directed by artist or artwork origin. Services including conservation, cleaning and maintenance may be provided by experts as determined by an evaluation report.

7.3 Definitions

7.3.1 Maintenance: Regular routine inspection and care of artwork, such as cleaning and applying protective surface coatings. A conservator usually carries out maintenance, though a skilled City employee can be trained by a conservator to carry out routine maintenance.

7.3.2 Treatment or Conservation Treatment: Repair is done when needed to return artwork to its original condition and integrity, which may be the result of flaws, neglect, aging, damage or vandalism. A professional conservator usually carries out treatments, often in collaboration with artists or other experts.

7.3.3 Condition Assessments: Inspections of artwork include information on the present location, the current condition and the treatment or maintenance needed. Inspections may be carried out by City staff, but thorough assessments should occasionally be conducted by the Public Arts Administrator or a professional conservator.

7.3.4 Artwork Definition and Scope: A detailed definition of the scope of each artwork shall be created by the artist(s) and the City and shall be reflected in all agreements. The definition may include all parts of the artwork designed by the artist(s), and may include bases, lighting and landscape elements.

7.3.5 Artist Statement: The artist(s) shall provide a written artist's statement regarding their public artwork. The statement shall include, but not be limited to:

- Concepts, ideas, inspiration, vision, description, influences, relationship to environment, relationship to prior work, relationship to the viewer.

7.4 Objectives

7.4.1 To inspect the condition of City-owned public artwork on a regular basis;

7.4.2 To clean and provide other appropriate routine maintenance to public artwork;

7.4.3 To insure timely conservation of public artwork;

7.4.4 To integrate longevity and maintenance considerations into artist's planning, and City approval processes for artwork;

7.4.5 To establish a treatment and maintenance program for public art with regular procedures, agreements and documentation;

7.4.6 To educate public employees about public art and its important role in public infrastructure and planning;

7.4.7 To use public funds wisely by avoiding costly conservation expenses resulting from neglect; and

7.4.8 To leverage private and volunteer support for maintenance of public art, whenever possible.

7.5 General Policies for Conservation Treatment and Maintenance

7.5.1 Purpose: Art works shall be efficiently maintained and preserved in the best possible condition as understood by the City and the Public Art program and consistent with the artist's original intention.

7.5.2 Integrity of Artworks: The Public Art program in this effort shall seek to insure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the 1990 Visual Artists Rights Act.

7.5.3 Access to Artworks: The City shall seek to assure continuing access to artwork by the public, although the City may limit availability due to circumstances such as funding, public safety, display space and deaccession.

7.6 Responsibility, Authority and Partners

The City Council shall have the final authority in decisions regarding conservation of public art. City staff shall oversee the condition assessment, treatment, maintenance, disposition and relocation of artwork, working in collaboration with the following partners:

7.6.1 Experts: Arts professionals, professional arts conservators, City Commissions, and other individuals familiar with art materials, fabrication methods, and the artistic intent shall inspect and evaluate artwork.

7.6.2 Artists: Artists shall develop artwork with maintenance requirements that can be realistically maintained by the City. Artist's specifications may be taken into account in maintaining artwork along with applicable conservation standards. Artists (if possible) shall be notified of all repairs and may be involved in conducting treatments and maintenance.

7.6.3 Site Owners, Site Managers and Other Partners: The Public Art program may work with the following site representatives and partners, as appropriate, to implement these policies: City staff, Department and City Commissions and Boards, other governmental agencies, and private businesses or landlords.

7.7 Maintenance Planning and Documentation for Existing Works

7.7.1 Assessing Repair and Maintenance Needs of Existing Works developed through the Public Art program: Artwork shall be inventoried and receive cursory inspections once a year during the City's physical inventory process. Artwork shall receive regular, thorough, condition examinations, which include the present locations and conditions of artwork, as well as cost estimates for treatment and maintenance. These thorough examinations shall occur every one to five years, depending upon the needs of individual works. They shall also occur when required by reports of damage.

7.7.2 Assessing Repair and Maintenance Needs of Existing Works developed through other City Departments: This artwork shall be inventoried and receive cursory inspections once a year, during the City's physical inventory process. This artwork shall also receive thorough condition examinations, which include the present locations and conditions of artwork, as well as cost estimates for treatment and maintenance, at the discretion and expense of the respective City department.

7.7.3 Maintenance Plans for Existing Works: Treatment and maintenance plans for existing artwork shall be developed by the responsible department as treatments and repairs are applied. A maintenance plan shall include detailed specifications for regular maintenance, maintenance of plantings (if applicable), annual routine maintenance, other periodic maintenance and a long-term prognosis.

7.8 Maintenance Planning and Documentation for New Works

7.8.1 Preventative Maintenance:

- Sustainable Artwork: Artists shall be commissioned to develop sustainable artwork; that is artwork which can be realistically maintained by the City, using City resources and within the guidelines described in these policies and procedures. Artists shall work with The City and its partners to implement preventative maintenance strategies (such as applying graffiti coatings, selecting durable materials and providing wood chip borders near mowed areas) as part of the construction and installation of artwork, as long as those strategies do not interfere with the approved artist's proposal or integrity of the artwork.
- Design Approval and Final Receipt and Completion: Before design approval and prior to final receipt and completion, an art conservator, or other qualified City staff, such as engineers, concrete experts, landscape architects, maintenance crews and public safety, shall review the proposed design for possible flaws in structural design and fabrication.
- Inherent Flaws: Artists shall also be responsible for the cost and execution of repairs related to any defects in workmanship or inherent flaws in artwork, which they are commissioned to fabricate. Inherent flaws may include any quality within the material or materials incorporated into the artwork which, either alone or in combination, result in the deterioration of the artwork. Artist's plans for public artwork shall be reviewed and approved by certified structural engineers. When an artist is commissioned to fabricate an artwork, this review shall be at the artist's expense. (City staff shall encourage artists to contract with vendors, obtain warranties and hold manufacturers accountable for inherent flaws in their work.)

7.8.2 Maintenance Plans for New Art Works: All new artwork must have a treatment and maintenance plan that projects both staff time and funding needs. As part of their contractual requirements, commissioned artists shall consult with the City and all other appropriate partners on a maintenance plan for each new artwork. These maintenance plans shall include documentation of materials used to fabricate the artwork and a reasonable annual budget for maintenance. Artwork that includes landscaping as an integral part shall include a maintenance plan for the landscaping elements as well. Maintenance plans for new works shall be reviewed and approved by the City to ensure there are no major concerns with materials, safety or maintenance.

7.8.3 Landscaping as Part of the Artwork and Artist's Original Design:

- Artwork with landscaping elements shall be commissioned only for sites with an irrigation source and an ongoing source of funding for the operation and maintenance of the irrigation system. Exceptions shall only be made if plantings are sustainable within the local climate without irrigation and a budget provides watering for two years or until the plantings are established.
- Artists shall create a landscaping plan for such artwork. Property owners and experienced City staff or landscape architects shall approve this plan. Such landscaping shall also be included in the artwork's maintenance plan and contractual agreements with property owners.
- The City's responsibility for funding maintenance of such landscaping shall be proportional to the Public Art program's original role in funding the creation of landscaping portion of the artwork.
- Volunteers and garden clubs may be a good resource in maintaining such landscaping, however, it is unreasonable to expect them to assume full responsibility for maintenance for the life span of most artwork.

7.8.4 Landscaping Altered by Installation of Artwork: Any established landscaping, including grass, trees, and plantings directly disturbed or altered by the installation of artwork that are not part of a permanent landscaping design to accommodate the artwork shall be restored to its pre-installation state in a manner consistent with the design for the site and at the expense of the artist's project budget and/or the Public Art program.

7.8.5 Supplemental Landscaping: Maintenance of decorative landscaping that is supplemental to the artwork and not part of the artist's original design shall not be staffed or funded by the Public Art program. This may include landscaping in the area where the artwork has been installed or landscaping that has been added later. The artist and the property owner shall approve such landscaping in advance.

7.8.6 Life Span of Artwork: Condition assessments and maintenance plans for new art works shall also include an estimated life span for each artwork. This life span shall be selected from one of four categories: 1) temporary-up to five years, 2) mid-span-up to fifteen years, 3) long term-up to fifty years, 4) permanent or site integrated- part of site/structure and cannot be removed.

7.9 Implementing Conservation Treatment and Maintenance

7.9.1 Roles and Responsibilities: When treatment or maintenance is approved, the City, in conjunction with its partners, shall handle repairs, in consultation with a qualified art conservator. The artist shall be notified (if possible) of all repairs and may be involved in the treatment and maintenance of the work, if practical and for a reasonable fee. If an artist disagrees with the conservator's condition assessment and does not think the suggested alterations are in keeping with the integrity of the artwork, they may request changes to the repair plan in writing to the City. Other independent contractors shall be involved in treatment and maintenance as needed.

7.9.2 Repair by Site Owners and Managers: To ensure proper repair, governmental partners, site owners and site managers shall consult with the City before beginning any cleaning procedures, treatment or emergency maintenance activities conducted on artwork under the jurisdiction of the City. The Public Art program shall periodically request an update from these partners of the public artwork in their possession. These partners shall report to the City any damage, vandalism or graffiti to artwork. Except in cases of emergency, they shall not remove or relocate artwork without the consent of the City.

7.9.3 Emergency Repairs: The City may approve emergency treatment or movement necessary to prevent damage to artwork, to facilitate emergency repairs of City infrastructure or to insure public safety. This includes removal of graffiti.

7.9.4 Training and Technical Assistance: A professional conservator or artist trained in maintenance prevention strategies may train staff conducting routine maintenance of any kind on artwork. The City shall develop a maintenance guide for each artwork and coordinate any training. When possible, the City shall also provide technical assistance to community groups, private businesses, and individual artists regarding the treatment and maintenance needs of privately owned public artwork.

7.9.5 Signage: When appropriate, artworks commissioned by the Public Art program shall include signage with a phone number for reporting vandalism or damage.

7.10 Maintenance and Repair Criteria

7.10.1 Criteria for determining treatment and maintenance priority shall include:

- Does the artwork not have any of the following problems: Requiring excessive maintenance or repair, having faults of design or workmanship, or securing the artwork is impractical or unfeasible (without substantially replacing it)?
- Will immediately treating or maintaining the artwork stabilize its condition?
- Is it more practical within the overall maintenance plan to repair the artwork at this time (i.e. cost-effective to do two similar treatments at same time)?
- Are conservation costs less than fifty percent of the artwork's financial value?
- Will immediately addressing short-term maintenance needs prevent increased long-term treatment costs?
- Does conservation of this artwork provide an opportunity for a specific grant, private partnership or donation?

7.11 Funding for Treatment and Maintenance

7.11.1 The Public Art program Budget: The City shall establish and dedicate a percentage of the Public Art program budget for funding treatment and maintenance costs for artwork generated through the program. The fund shall address increases to the City's collection of public artwork.

7.11.2 Gifts: The City shall only accept artwork as gifts and loans of public art if an annual maintenance for such artwork is donated or otherwise funded for the life span of the artwork.

SECTION 8: GIFTS AND LOANS

8.1 Objectives:

8.1.1 Foster a gift and loan program that results in high quality works of art for the City.

8.1.2 Engage donors early and clearly communicate public art goals, policies and procedures.

8.1.3 Be proactive in soliciting gifts that help achieve the City's goals.

8.1.4 Accept artworks that enhance communities.

8.1.5 Respect and encourage artists.

8.1.6 Keep the application process as clear and simple as possible.

8.1.7 Support an efficient workload for staff.

8.2 Definitions

8.2.1 Gift: Personal or real property that is donated to the City for actual artwork, property for placement of artwork or funds for the acquisition of artwork.

8.2.2 Loan: A work of art given for use over a period of time, to be returned to the lender, owner or organizer at the end of the use period.

8.3 General Policies

8.3.1 Integrity of Artworks: The Public Art program shall seek to insure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the 1990 Visual Artists Rights Act.

8.3.2 Access to Artworks: The City shall seek to assure continuing access to artwork by the public, although the City may limit availability due to circumstances such as funding, public safety, display space and deaccession.

8.4 Acceptance Process

8.4.1 Donation Offer: An offer from the donor is reviewed by the Public Art Commission. This Commission determines whether the City should consider the Gift or Loan. If this Commission votes in favor of considering the work of art, then a full proposal shall be made to the City Council.

8.4.2 Gifts and Loans of Artworks Not Yet Created: In the case of offers of gifts and loans to the City for artworks that are in the design phase and have not yet been created, the Public Art Commission shall make a recommendation to the City Council regarding acceptance of the artwork. The City may require the donor, artists or others involved to enter into a contract, consistent with these public art policies and procedures. The City may also require the donor provide funds to defray the costs of the administration of the gift.

8.4.3 Public Meeting: The Public Art Commission shall hold a public meeting for the purpose of gathering community feedback on a proposed gift.

8.4.4 Deaccessioning of Gifts and Loans: Gifts and loans accepted by the City may be reviewed by the Public Art Commission every five years, based on the City's deaccession policies (Section 11).

8.4.5 Documentation of Receipt and Completion: Once the artwork is complete, is in the City's possession and the terms of the contract have been met, gifts and loans shall be formally received according to the policies and procedures outlined in section 12.

8.5 Review Criteria

The criteria listed below shall be used for evaluating offers of gifts and loans.

8.5.1 Stimulate Excellence in Public Arts:

- Is the artist's previous work or proposed artwork engaging and high quality in concept and construction?
- Is the quality of the artist's previous work and/or this artwork comparable to other artwork commissioned by the City?
- Is the artwork unique, one-of-a-kind or part of a limited edition?
- Is the artist not over represented in the City's collection?
- Does the proposed project comply with the City's on premise and off premise sign regulations (use of logos or other trademarked materials is prohibited)?
- Does the artist have a significant or engaging body of work?
- Does the artist have experience collaborating with architects and other professionals?
- Does the artist have experience with architectural and engineering drawings and methods?
- Does the artist have experience in comparable projects and artistic disciplines?

8.5.2 Enhance Community Identity and Place:

- Does the proposed project reflect the community or setting and its characteristics, including history, identity, geography and cultures?
- Is the proposed project in accordance with adopted policy, historic use or master plans?
- Is a suitable site available for the artwork?
- Is the proposed artwork integrated into the proposed site design?
- Does the proposed artist have experience integrating artwork into infrastructure and building function?

8.5.3 Contribute to Community Vitality:

- Does the proposed project or artwork have the potential to attract visitors and residents?
- Does the proposed project or process build that capacity and cooperation between the private and public sectors, artists, arts organizations and community members?
- Does the artist's previous work or proposed process or artwork encourage civic dialogue about City issues?
- Is the proposed project or artwork safe?

8.5.4 Involve a Broad Range of People and Communities:

- Does the proposed process involve community members in the design or creation of the artwork?
- Does the artist have experience working with communities and with diverse groups?
- Do the proposed project or artworks meet ADA regulations?
- Does the artist's previous work or the proposed process or artwork celebrate one or more cultural communities?
- Does the artist have experience in projects that bring people together or create gathering places, or will the artwork bring people together?

8.5.5 Value Artists and Artistic Processes:

- Does the proposed project or artwork include a unique or appropriate cultural, geographic or artistic perspective?
- Does the proposed project or artwork nurture an emerging artist?
- Is the original artistic integrity of the artwork intact?
- Will displaying the artwork undermine the artist's intention or reputation?
- Do the donor's contracts with the artist and fabricators comply with the law?
- Does the proposed artwork or design process include the artist and the artistic process as a central element?
- Does the budget demonstrate appropriate support for the artist and the artistic process?

8.5.6 Use Resources Wisely:

- Is the proposed project or artwork sustainable, secure and technically feasible?
- Is the proposed project consistent with section 8.11.2: "The City shall only accept artwork as gifts and loans if an annual maintenance for such artwork is donated or otherwise funded for the life span of the

artwork?”

- Is the proposed project workable within City timelines?
- Does the proposed project include a detailed budget which covers City expenses for managing the project, including supporting administrative costs preparing the site, delivering and installing the work, and providing signage?
- Have all restrictions by donor been clearly identified and can the City meet these restrictions?
- Does the proposed project or artwork leverage private investment in public art or other city ventures?

The Public Art Commission shall also evaluate offers of gifts and loans based on their ability to comply with City building and code regulations.

SECTION 9: DEACCESSION AND REMOVAL

9.1 Deaccessioning is the process by which the City decides that a public artwork may be removed from the City's collection. It is the primary responsibility of the City to preserve and protect the artworks under its control for the people of the City of Redondo Beach. The City will dispose of works of art in its collections only in the public interest and as a means of improving the quality of the collection. Since artworks are acquired by the City through a thorough review process, deaccessioning should be considered only after five years following acceptance. The need for relocation or the temporary removal from public display does not automatically necessitate deaccession. Deaccessioning should be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of an artwork from the collection.

City staff will manage the deaccession process working with the City Council and the Public Art Commission. The process will ensure that the interests of the public, the intent of the donor (if any), and the interests of the cultural communities are all given careful consideration. Because of its complex legal and ethical nature, the deaccession process requires even greater deliberation than the acquisition of objects and will be handled in an open forum. All final decisions regarding the deaccession of any artwork will be made at regularly scheduled public meetings of the City Council.

All proceeds from any sale or auction of a work of art, less any payment due the artist under the California Resale Royalties Act, will be used for the exclusive purpose of acquiring or maintaining one or more other works of art for the same public structure or purpose for which the original work of art was acquired. If that is not possible, then the proceeds will be made part of the Public Art Fund and be used to acquire or maintain a work of art to be placed within the City.

9.2 Removal from Public Display

While the intent of acquisition of artwork or creation of public art is for permanent public display, circumstances and/or conditions may arise that make it prudent for the Commission, on behalf of the public interest to remove an artwork from public display.

9.2.1 One or more of the following conditions must apply in order for an artwork to be considered for deaccession:

- The work presents a threat to public safety.
- The condition or security of the work cannot be guaranteed, or the City cannot properly care for or store the work.
- The work requires excessive or unreasonable maintenance.
- The work has serious or dangerous faults in design or workmanship.
- The condition of the work requires restoration in gross excess of its monetary value, or is in such a deteriorated state that restoration would prove either unfeasible, impractical or would render the work essentially false.
- The work is of poor quality.
- A similar but superior example exists in the collection.
- The work is a forgery.
- No suitable site for the work is available.
- Significant adverse public reaction is documented over an extended period of time (5 years or more).
- The work is judged to have little or no aesthetic and/or historical or cultural value.
- The City wishes to replace a work with a more appropriate work by the same artist.
- The work can be sold to finance, or can be traded for, a work of greater importance.
- A written request from the artist has been received to remove the work from public display.
- The work is not, or is rarely displayed.
- The artwork has been determined to be incompatible with the rest of the collection.

9.3 General Policies

9.3.1 Integrity of Artworks: The Public Art program shall seek to insure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the 1990 Visual Artists Rights Act.

9.3.2 Access to Artworks: The City shall seek to assure continuing access to artwork by the public, although the City may limit availability due to circumstances such as funding, public safety, display space and deaccession.

9.3.3 Life Spans: Life spans that have been assigned to the work during the commissioning process shall be taken into consideration as part of requests for deaccession or removal. For artworks that have not been assigned a life span, the City may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods.

9.4 Deaccession Application Process

9.4.1 Preliminary Request: Permanent artworks must be in place for at least five years before deaccession or removal requests shall be considered. Deaccession or removal requests may be submitted by one of the following:

- A neighborhood organization;
- City department;
- Independent Board or Commission of the City;
- City Council Member;

9.4.2 The Public Art Commission reviews a preliminary request from the applicant. This Commission shall determine whether the Commission shall consider the request. If this Commission votes in favor of considering the request, then City staff works with the applicant to bring a full proposal before the City Council.

9.4.3 Public Meeting: The Public Art Commission shall hold at least one public meeting for the purpose of gathering community feedback on a proposed deaccession or removal.

9.4.4 Artist Involvement: If deaccession or removal is recommended, the artist (if available) shall be contacted and invited to provide input to the Public Art Commission.

9.4.5 Recommendation: The Public Art Commission's recommendation may include dismissing the request and/or modifying, moving, selling, donating, disposing, or storing the artwork.

9.4.6 Costs: If deaccession accommodates the applicant's interests or project; they may be required to cover the costs of deaccession.

9.4.7 Compliance with Applicable Policies and Regulations: Deaccession and removal of artwork shall be done in a manner that complies with all other applicable city, state and federal procedures, policies and regulations. For example, deaccession and removal actions must comply with applicable procedures and laws relating to the disposition of City property and with laws protecting artists' rights.

9.5 Review Criteria

The criteria listed below shall be used for evaluating requests for deaccession or removal.

9.5.1 Stimulate Excellence in Urban Design and Public Arts:

- Is the artwork of inferior quality in concept or construction or compared to other artwork commissioned by the City?
- Is the artwork fraudulent or not authentic?
- Is the artwork not unique and/or a reproduction?
- Is the artist over represented in the City's collection?
- Does the applicant wish to replace the artwork with a more appropriate work by the same artist?
- Does the artist lack a significant or engaging body of work?

9.5.2 Enhance Community Identity and Place:

- Is the artwork significantly less appropriate given changes in the function or character of the setting or the community?
- Does the artwork lack historical value?

- Is the artwork contrary to adopted policy and historic use or master plans?
- Is the artwork incompatible with the current site design and function and/or the design and function of other possible sites?
- If the site is going to be demolished or adapted, or is it not possible to successfully incorporate the artwork into redevelopment of the site?
- Is no suitable new site available for the artwork?

9.5.3 Contribute to Community Vitality:

- Is the site no longer publicly accessible?
- Has the artwork been the source of significant adverse public reaction over at least five years?
- Has the artwork failed to contribute to the overall community dialogue about civic issues?
- Is the artwork unsafe?

9.5.4 Involve a Broad Range of People and Communities:

- Has the applicant gathered input from various people and groups in considering removal of the artwork?
- Do a broad range of people support the removal of the artwork?
- Does the current artwork or site fail to meet ADA regulations, and is it impossible to modify them to do so?
- Is the artwork a source of contention among various cultural communities?

9.5.5 Value Artists and Artistic Processes:

- Does the artist have an inappropriate cultural, geographic or artistic perspective?
- Is the original artistic integrity of the artwork no longer intact or can it no longer be maintained?
- Does continued display of the artwork undermine the artist's intention or reputation?
- Has the artist been involved in discussions about removal of the work?
- Did someone other than a practicing artist create the artwork?

9.5.6 Use Resources Wisely:

- Does the artwork require excessive maintenance or repair, have faults of design or workmanship, or is repairing or securing the artwork impractical or unfeasible?
- Are the terms of the original contracts unfulfilled?
- Is the cost of repair or conservation more than fifty percent of the original commission costs or current appraised value?
- Can the City no longer meet the donor's restrictions (for gifts) or other obligations?
- Does removal of the artwork provide an opportunity for a new project that could be supported privately?
- Is another governmental or non-profit agency better suited to provide care and maintenance?

9.5.7 Sale at public auction is strongly encouraged. Whenever works are deaccessioned by means other than public auction, no fewer than two independent estimates of fair market value must be secured.

9.5.8 Artworks may not be given or sold privately to City employees, officers, volunteers or members of City commissions, committees, boards, affiliate groups, or their representatives unless they are sold at public auction and with appropriate disclosures.

9.5.9 Consideration should be given to placing the art objects, through gift, exchange or sale, in another tax-exempt public institution wherein they may serve the purpose for which they were acquired initially by the City.

9.5.10 Destruction of work deteriorated or damaged beyond repair at a reasonable cost, and deemed to be of no or only a negligible value, will take place in accordance with national standards for conservation and deaccession.

9.6 Sale of Artworks

9.6.1 A work of art may be sold privately under the following circumstances:

- If the work is offered at public auction and no bids are received, or if the bids are rejected. A work of art on which bids have been rejected will not thereafter be sold through private sale for less than the amount of the highest bid received.
- If the artist of the work chooses to purchase it at the original price of commission or purchase.

9.6.2 An adequate record of the conditions and circumstances under which objects are deaccessioned and disposed of should be made and retained as part of the records of the City of Redondo Beach.

9.6.3 The City must abide by the California Resale Royalties Act with respect to notification and payment of artists.

9.6.4 All recommendations for deaccession are subject to appeal. All appeals must be made in writing to the office of the City Manager.

9.7 Exceptions. There will be no exceptions to this policy unless provided and approved by the City Manager.

SECTION 10. RECEIPT AND COMPLETION

10.1 Objectives

10.1.1 To document the City's ownership of artworks.

10.1.2 To review all artworks prior to acceptance and ensure they are completed in accordance with the project goals and appropriate agreements.

10.1.3 To confirm agreement among all partners that artworks are complete and all parties have fulfilled their responsibilities.

10.1.4 To acknowledge the transfer of insurance liabilities to the City.

10.1.5 To place an identification plaque at the site of any temporary or permanent public art installation.

- Plaques shall be installed at the site of public art at the same time as the public art work is installed at its intended display location.
- Plaques shall include the artwork title, name of artist(s), installation date, primary media, and may include additional information such as donor name(s), sponsor name(s), or dedication. All plaque wording shall be subject to approval by the City.
- Plaques shall be a minimum of nine inches by twelve inches in size. Requests for additional sizes may be reviewed and approved by the City.
- Plaques shall be constructed of a durable metal such as bronze, aluminum or steel. Requests for alternative materials such as stone may be reviewed and approved by the City.
- Plaques shall be included in the project budget submitted by the artist, including production of the plaque and installation of the plaque at the project site.
- Plaques shall be placed at the site of the artwork so as not to impede with a public right-of-way, the viewing of the artwork or other adjacent artworks, or adversely affect the surrounding environment.

10.2 Process for Documenting Receipt and Completion

The City's ownership of artworks must be documented through an official Receive and File of the City Council upon receipt and completion. A Receive and File Action on all artwork shall be submitted after:

- The artwork is received or completely installed;
- The full completion of the artwork by the artist(s) as defined in the applicable contract(s) or scope(s) of services including a complete artist statement regarding the artwork;
- A thorough inspection of the artwork by the Public Arts Administrator and other appropriate City staff;

10.2.1 Once the City Council has officially received the report, the City staff will enter the artwork into the City's Public Art inventory documentation.

SECTION 11. PUBLIC ART COLLECTION

The City's public art collection shall be documented to provide archival reference and to provide information regarding the maintenance of the public art collection. The collection document shall be updated as public art is created and installed throughout the City on both public and private sites. The current collection of public art is included with the Public Art Master Plan as Attachment A.

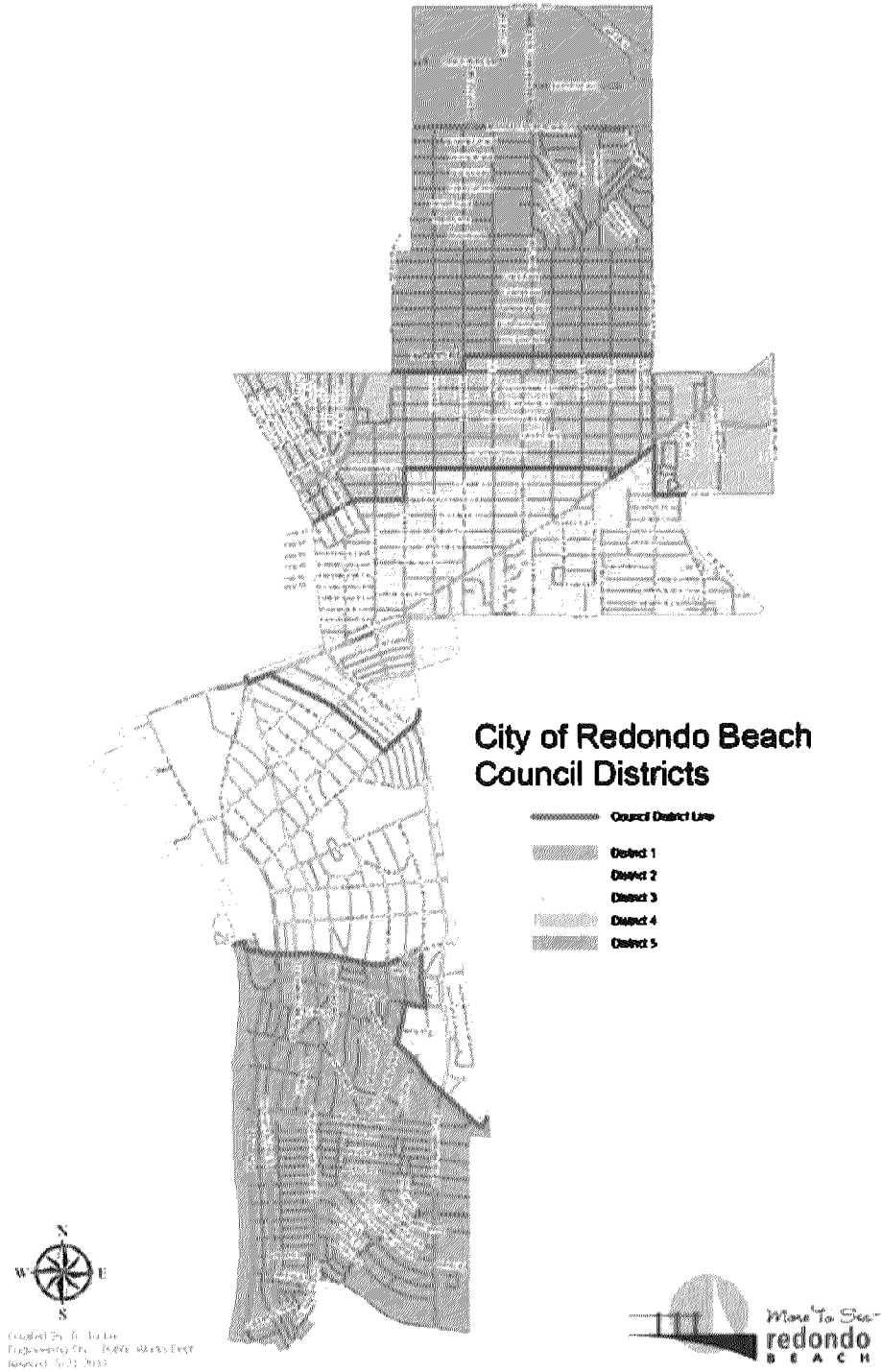
11.1.1 The public art catalogue shall include all available information regarding a public artwork, whether on public or private sites. Available information includes, but is not limited to:

- Title, artist(s), artist's statement, dedication date, funding sources, materials, recommended maintenance, current status of artwork condition.

11.1.3 The catalogue shall be a guideline for the even geographic distribution of public art projects throughout the City.

11.1.4 The catalogue shall be the guideline for the maintenance and conservation of all public art. Maintenance and conservation may be undertaken by the City, private conservators, artists, and private ownership.

Attachment A

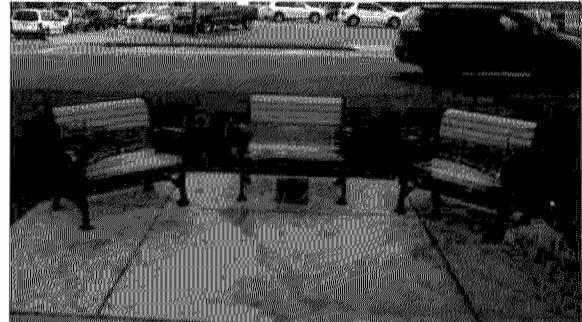




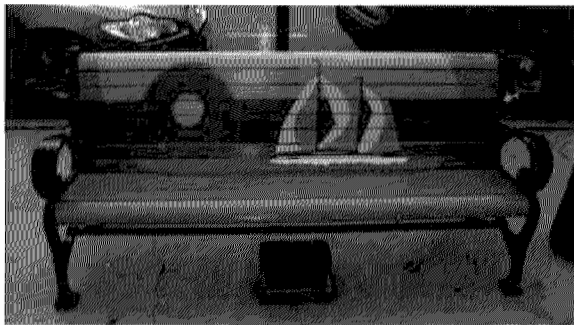
**Redondo Beach
Public Art Commission
Public Art Inventory
Image Gallery**

September 23, 2015

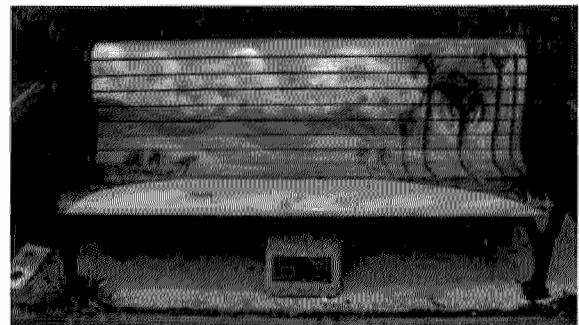
Benches in Riviera Village



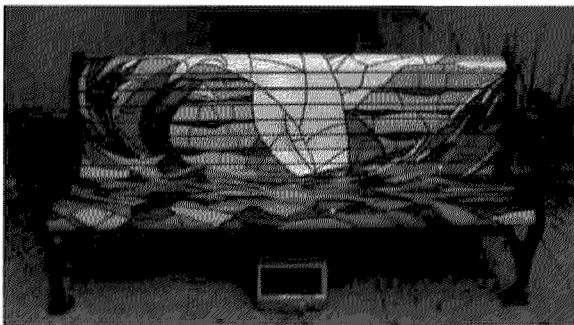
Havlena Bench



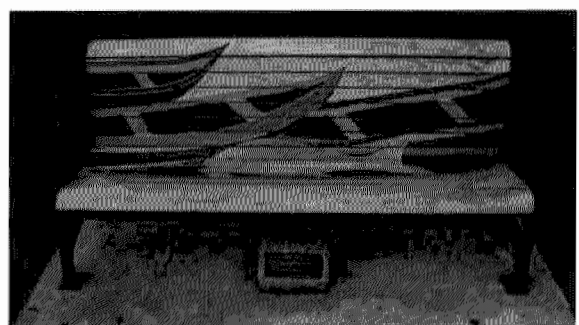
Leadership Bench



Steiglutz Bench



Harmony Works Bench



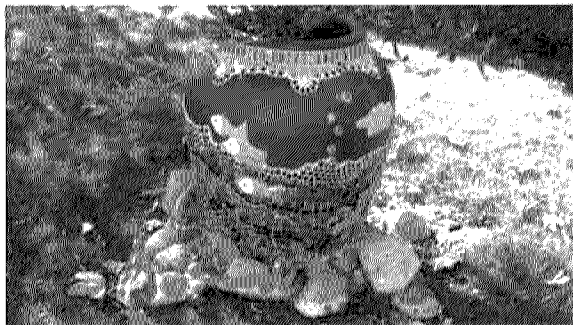
Alta Vista Mural



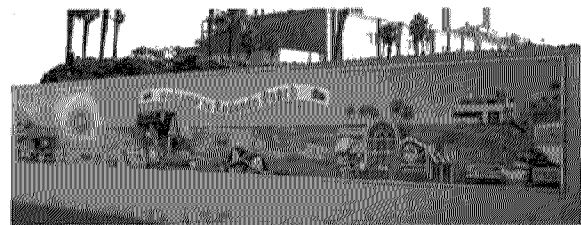
Alta Vista Mural



Mosaic Planter Alta Vista Park



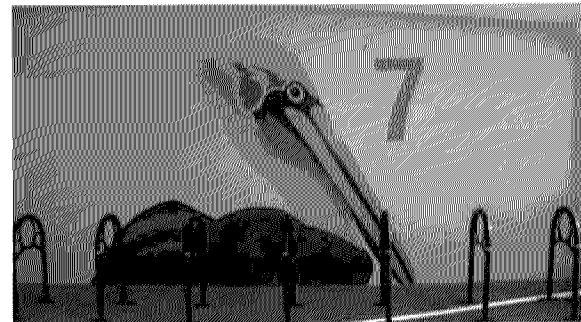
Strand Wall Mural
(temporarily removed-to be relocated)



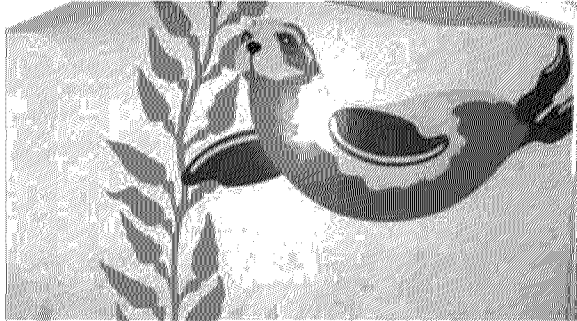
Pier Garage Mural



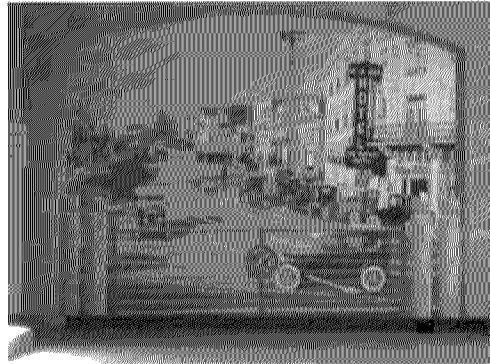
Pier Garage Mural



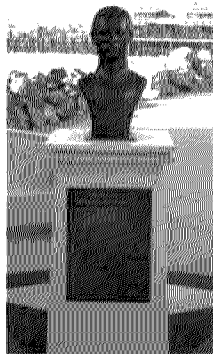
Pier Garage Mural



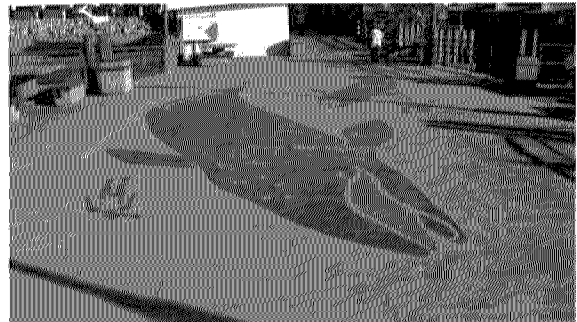
Pier Garage Mural



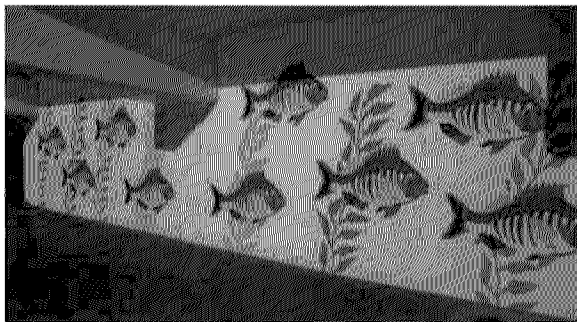
George Freeth Monument Pier



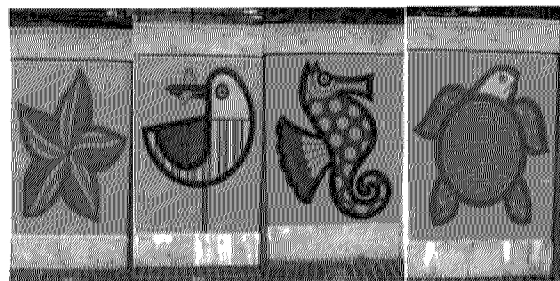
Stamped Concrete Horseshoe Pier



Pier Garage Mural



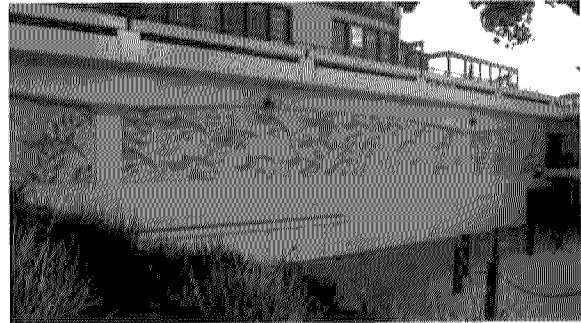
Tile Mosaics International Boardwalk



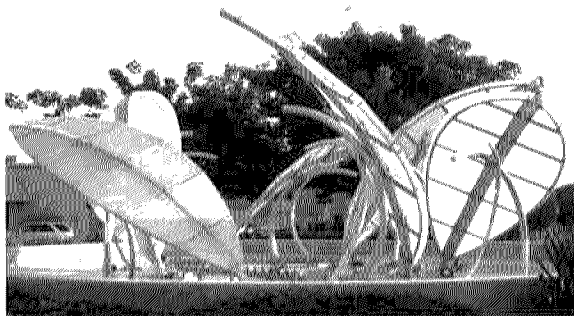
Ocean Steps International Boardwalk



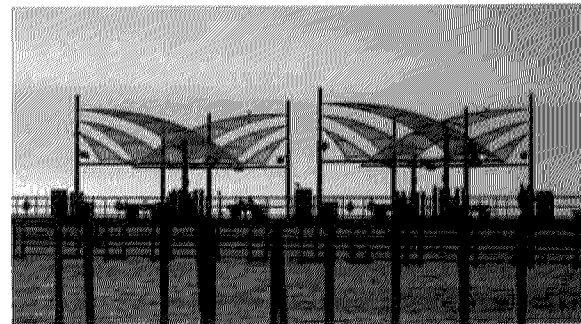
Mural Pier Garage



Fountain Sculpture Catalina/PCH



Sculpture Sails – Horseshoe Pier



9-11 Tribute Memorial City Hall Plaza



Veterans Memorial – Veterans Park



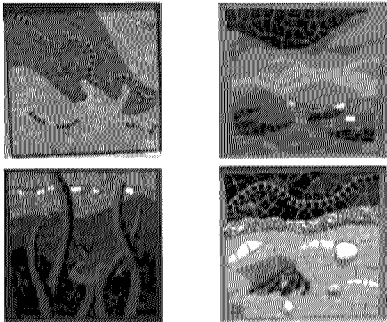
Sculpture North Branch Library



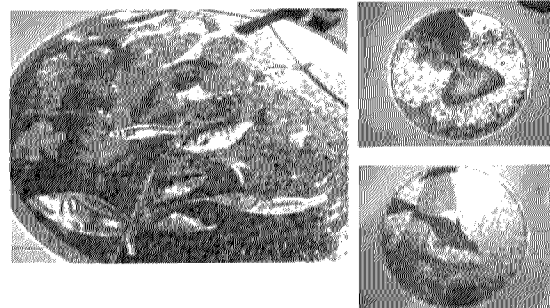
Stone Sculpture – Pier Garage Entrance



Mosaic Panels – Esplanade Bollards



Mosaic Ground Panels - Esplanade



Bill & Bob Meistrell Memorial



“Love My Bike”
Harbor Drive Welcome Plaza

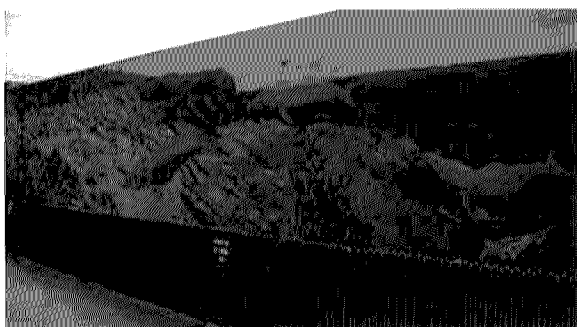


Coming Soon: "Gate Wave"
Redondo Beach Transit Center



Privately owned Public Art

Mural – La Tete (building side)



Mural – La Tete



Angel Sculpture – Riviera Village



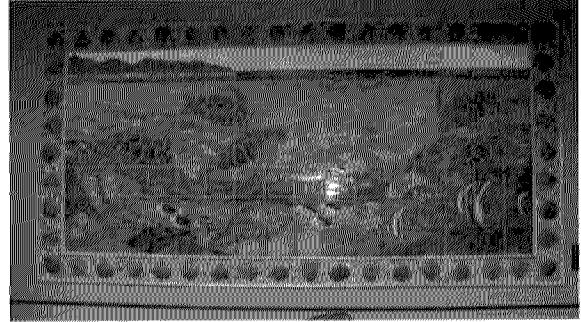
Empty Chair Memorial – Rev. Friend residence



Murals – Catalina business location



Mosaics – Riviera Village business center



Mural – Bull Pen Restaurant



Framed Mural – Main Post Office



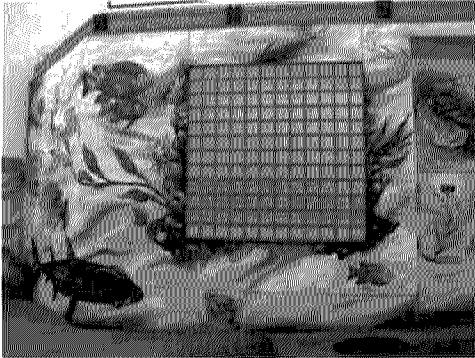
Mosaic – Wells Fargo Bank PCH



Wyland Mural – AES Redondo



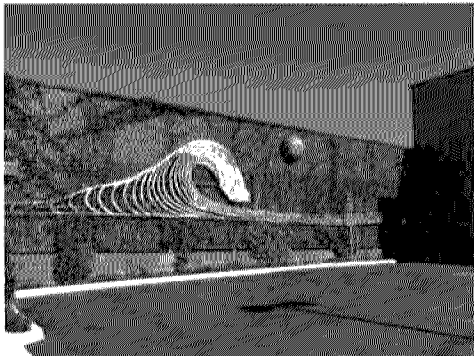
Mural - Sealab



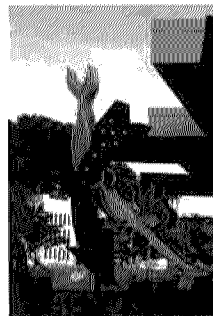
Ocean Sports Mosaics



"The Wave" Greenstreet Redondo



"Mermaid" Redondo Landing



ATTACHMENT C

City of Redondo Beach
Public Art Program
As of April 19, 2016

Priority Potential Public Art Locations

- Performing Arts Center (exterior building walls)
- Artesia corridor medians; 14 Potential Locations:
 - 3015 Artesia (Redondo Beach Blvd. & Hawthorne Blvd.)
 - 2901 Artesia (Firmona Ave. & Kingsdale Ave.)
 - 4623 Artesia (Condon Ave. & Firmona Ave.)
 - 2722 Artesia (Inglewood Ave. & Condon Ave.)
 - 2612 Artesia (Felton Ln. & Inglewood Ave.)
 - 2527 Artesia (Phelan Ln. & Felton Ln.)
 - 2408 Artesia (MacKay Ln. & Phelan Ln.)
 - 2350 Artesia (Vail Ln. & MacKay Ln.)
 - 2213 Artesia (Rindge Ln. & Slauson Ln.)
 - 2115 Artesia (Blossom Ln. & Rindge Ln.)
 - 2033 Artesia (Green Ln. & Blossom Ln.)
 - 1961 Artesia (Flagler Ln. & Green Ln.)
 - 1925 Artesia (Aviation Way & Flagler Ln.)
 - 1750 Artesia (Aviation Blvd. & Aviation Way)
- Czuleger Park (exterior concrete stairs & low circular wall)
- Dominguez Park (Dog Park & Green Space section)
- Public Works City Yard Wall (Catalina Ave. & Gertruda Ave.)

Additional locations for consideration:

- North Redondo Beach Bike Path
- Main Library exterior lawn
- Paseo del la Playa @ Esplanade circle drive median
- Low Wall of Esplanade (east-facing)
- Stone sculpture @ Harbor Garage entrance (revision of existing installation)

Additional locations for consideration (con't):

- Trash and recycling bins at Esplanade
- Restroom building @ Veterans Park (exterior walls)
- Railing at Veterans Park (west)
- Entry landscaping median at Wilderness Park
- Portico @ Harbor Dr./Portofino Way
- Czuleger Park (park bench green space)
- Moonstone Park
- Pier Garage elevator west-facing exterior wall
- Hardscape area at upper level of South Pier
- Traffic triangle median @ Carmelita & Goodman
- La Paz Sister City Parkette
- Lillienthal Park (entry sign area)
- Glenn Anderson Park (corner greenspace)
- Franklin Park
- Massena Parkette
- George Freeth Way @ "Hotel Redondo" stairs
- Ensenada Parkette
- George Freeth Plaza @ The Pier
- Seaside Lagoon
- Marina Post Office East Wall
- Green corner (Prospect Ave. & Palos Verdes Blvd.)
- Triangle (N. Phelan & Beland St.)
- Andrews Park
- Townsend Parkette
- Matthews Parkette
- Glenn Anderson Park
- Dale Page Parkette
- Trash Enclosure (Veterans Park)
- Alta Vista Park
- Median (Catalina Ave. & Avenue I)

Additional locations for consideration (con't):

- Median (Catalina Ave. & Palos Verdes Blvd.)
- Wilderness Park
- Medians (El Redondo St.)
- Vincent Park
- Beverly Parkette
- Median (Carmelita Ave. & Speyer Ln.)
- Fulton Playfield
- General Eaton Parkettes (1 & 2)
- Gregg Parkette
- Sneary Parkette
- McNeill Parkette
- Perry/Allison Parkette
- North Branch Library
- Wylie Parkette
- Welcome Parkette (Harbor Dr. & Herondo St.)

Traffic Signal Box Locations:

District One:

- Prospect Avenue @ Palos Verdes Boulevard
- Palos Verdes Boulevard @ Pacific Coast Highway
- Catalina Avenue @ Knob Hill Avenue
- Catalina Avenue @ Pearl Avenue
- Pacific Coast Highway @ Ruby Street

District Two:

- Catalina Avenue @ Torrance Boulevard
- Catalina Avenue @ Garnet Street
- Diamond Street @ Pacific Coast Highway
- Harbor Drive @ Beryl Street
- Harbor Drive @ Herondo Street

District Three:

- 190th Street @ Prospect Avenue
- Inglewood Avenue @ 182nd Street
- Inglewood Avenue @ 190th Street

Traffic Signal Box Locations (con't):

- Inglewood Avenue @ Ralston Lane
- Harkness Lane @ Anita Street

District Four:

- Artesia Boulevard @ Green Lane
- Grant Avenue @ Flagler Lane
- Grant Avenue @ McKay Lane
- Grant Avenue @ Kingsdale Avenue
- Artesia Boulevard @ Felton Lane

District Five:

- Manhattan Beach Boulevard @ Vail Avenue
- Marine Avenue @ Redondo Beach Avenue
- Aviation Way @ Artesia Boulevard
- Marine Avenue @ Hotel Drive
- Manhattan Beach Boulevard @ Inglewood Avenue

ORDINANCE NO. 3127-14

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
REDONDO BEACH, CALIFORNIA, ADDING CHAPTER 6
PUBLIC ART FUNDING MECHANISMS TO TITLE 10
PLANNING AND ZONING OF THE REDONDO BEACH
MUNICIPAL CODE**

WHEREAS, on August 20, 2013, the Redondo Beach City Council directed that an ordinance be created for funding mechanisms for public art; and

WHEREAS, the Planning Commission of the City of Redondo Beach held a public hearing on October 16th, 2014, at which time all interested parties were given an opportunity to be heard and to present evidence; and

WHEREAS the City of Redondo Beach has determined that public art is a critical element of providing a diverse and culturally rich environment to residents and visitors to Redondo Beach that promotes the general public welfare; and

WHEREAS, research has shown that the arts foster economic development, revitalize urban areas and improve the overall business environment. Additionally, a well-conceived work of art can increase the value of a development project, enhance the corporate image of the community, promote cultural tourism and enhance the Living Streets Policy of a more beautiful and vital city; and

WHEREAS, public art enriches and celebrates our community identity by developing a collection of artworks which have strong inherent aesthetic quality and represent diverse communities and a wide range of artistic styles and disciplines; and

WHEREAS, in order to ensure that public art is present throughout the community it is necessary to require that all new non-residential development in the City of Redondo Beach with a building valuation of at least two hundred fifty thousand dollars (\$250,000), include an element of public art equivalent to one percent (1%) of the building valuation or, where appropriate, contribute to a City fund for public art, in an amount equal to one percent (1%) of the building valuation of the project in lieu of providing said art; and

WHEREAS, in order to ensure that public art is present throughout the community it is necessary to require that all new residential development in the City of Redondo Beach of three (3) units or more and with a building valuation of at least two hundred fifty thousand dollars (\$250,000), include an element of public art equivalent to one percent (1%) of the of the building valuation or, where appropriate, contribute to a City fund for public art, in an amount equal to one percent (1%) of the building valuation (minimum two hundred fifty thousand dollars (\$250,000) of the project in lieu of providing said art; and

WHEREAS, in order to ensure that public art is present throughout the community it is necessary to require that certain eligible City Capital Improvement Projects include an element of public art at a cost equivalent to one percent (1%) of the of the building valuation; and

The fostering of public art in the City and the establishment of a Public Art Program was due, in part, to the hard work of the late John Parsons, a former Planning Commissioner, Harbor Commissioner and Council Member who dedicated himself to this purpose.

The visual and aesthetic quality of development projects has a significant impact on property values, the local economy and vitality of the city. Public art illuminates the diversity and history of a community, and points to its aspirations for the future. A wealth of art and culture in the public realm will foster the economic development of the community.

To achieve these goals, public art should be integrated into development projects citywide. For best results, consideration of public art should be integrated into project planning at the earliest possible stage, and the selected artist(s) should become a member of the project's design team early in the design process.

10-6.02 Implementation by the Public Art Commission

The Public Art Commission, as established in Section 2-9.1401 of the Redondo Beach Municipal Code, shall implement the duties established in this Chapter.

10-6.03 Definitions

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Addition" means an extension or increase in floor area or height of a building or structure.
- B. "Alteration" means any construction or renovation to an existing structure other than repair or addition.
- C. "Artist" means a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the reviewing body with final design review authority for the development project.
- D. "Building Valuation" for an applicable project shall consist of the dollar amount of all construction permits using the latest Building Valuation Data as set forth by the International Code Council (ICC), unless in the opinion of the Building Official, a different valuation methodology is more appropriate for the particular project. It does not include the cost of the land acquisition and off-site improvement costs.
- E. "Developer" means the person or entity that is financially and legally responsible for the planning, development and construction of any development project covered by this chapter, who may, or may not, be the owner of the subject property.
- F. "Director" means the Community Development Director, or a designee of the Community Development Director or the City Manager.
- G. "Eligible Capital Improvement Project" shall mean any improvement to public property which the City Manager has approved for application of the requirements of this Resolution. This term shall not be interpreted to include any improvement for which the source of funding, or

Public art does not include the following:

1. Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects or fountains;
 2. Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect;
 3. Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art by the artist;
 4. Directional elements such as super graphics, signage as defined in the Redondo Beach Municipal Code Section 10-2.1800, or color coding except where these elements are integral parts of the original work of art or executed by artists in unique or limited editions;
 5. Interpretive programs;
 6. Reproductions, by mechanical or other means, of original works of art, except in cases of film, video, photography, print making, or other media arts, specifically commissioned by the City;
 7. Services or utilities necessary to operate or maintain the artwork over time;
 8. Existing works of art offered for sale or donation to the City which do not have an established and recognized significance in the field of public art as determined by qualified arts professionals and art appraisers and ultimately as judged by the Public Art Commission or City Council;
 9. Works of art which are not visible to the public;
 10. Works of art which cannot be reasonably maintained within the resources allocated by the City of Redondo Beach;
 11. Logos or corporate identity.
- L. "Public art contribution" means the dollar amount equal to one percent (1%) of the building valuation of a development project with a building valuation of at least two hundred fifty thousand dollars (\$250,000), covered by this chapter. In the case of a mixed-use project, the dollar amount shall be equal to the cost of one percent (1%) of the building valuation of at least two hundred fifty thousand dollars (\$250,000) of the non-residential component of that development project.
- M. "Public art fund" means a fund established and maintained by the City of Redondo Beach for the purpose of funding public art and the maintenance of public art consistent with the public art master plan.
- N. "Public art master plan" means a plan developed by the City and approved by the City Council which identifies locations on public property such as public rights-of-way and public

evidence and documentation with the application to the satisfaction of the City Manager that payment of a 1% fee in excess of \$750,000.00 would be prohibitively expensive for project delivery; or

3 Subject to the approval of the reviewing body with the authority to approve the private development project, install public art on the development project site that has a value lower than the public art contribution amount and make an in-lieu monetary contribution for the balance of the public art contribution.

B. Prior to obtaining a building permit for construction of the private development project, the developer shall demonstrate compliance with the requirements of this chapter in one of the following ways:

1. Payment of the full amount of the public art monetary contribution; or
2. Written proof to the appropriate Director, designee of the Director, or City Manager of a contract to commission or purchase and install the required public art previously approved by the review body with authority to approve the development project on the subject development site. Such proof shall be accompanied by a performance security, in an amount determined by the Director, to be adequate to secure faithful performance of the commission and installation of the required public art. It shall be accompanied by a written acknowledgement by the project artist and the developer, in a form approved by the Director that the proposed public artwork complies with the criteria set forth below:
 - a. The public art shall be designed by an artist.
 - b. The public art shall require a low level of maintenance and the proposed maintenance provisions shall be adequate for the long-term integrity and enjoyment of the work. The owner shall enter into a maintenance agreement with the City to be recorded against the property to ensure that proper maintenance is performed as determined by the Director.
 - c. The public art shall be related in terms of scale, material, form and content to immediate and adjacent buildings and architecture, landscaping or other settings to complement the site and its surroundings and shall be consistent with any corresponding action of the reviewing body with final design review authority for the development project as it may relate to any development entitlements.
 - d. Public art shall be permanently affixed to the property.
 - e. The public art shall be maintained by the owner or his or her successor in interest in a manner acceptable to the City.
 - f. The public art shall meet all applicable building code requirements.

C. The developer shall provide the City with proof of installation of the required public art on the development site prior to the issuance of a certificate of occupancy

2. The capital improvement project is a permanent public improvement project with a building valuation in excess of two hundred fifty thousand dollars (\$250,000).

3. The resulting public art would be publicly accessible on the capital improvement project site.

4. Eligible capital improvement projects would include the construction of public facilities such as a library, civic center, public safety facility, green/park space, recreational facility or transportation project. Ineligible capital projects include, but are not limited to, underground public works projects, street and/or sidewalk repair, tree planting, drainage and sewer projects, roof repairs, utility facilities, non-municipal government construction and emergency operations facilities and equipment.

If a project is determined to be an Eligible Capital Improvement Project, an amount equivalent to one percent (1%) of the building valuation of the project shall be allocated from the Eligible Capital Improvement Project funding towards public art as part of the Project. The City shall engage an artist for the Eligible Capital Improvement Project at the onset of the development process.

10-6.07 Administrative policies and program guidelines

The City Manager is authorized to establish and maintain written administrative policies as program guidelines, which shall implement the requirements of this chapter. A copy of the program guidelines shall be maintained in the office of the City Clerk. The program guidelines shall be approved by the City Manager, based on the recommendation of the Community Development Director, and subject to the review and approval as to form by the City Attorney. The program guidelines may include, but are not limited to, the following elements: consistency with General Plan Design policies and Specific Plan Design policies, consistency with applicable Design Guidelines adopted by the City Council, standards for eligible public art works, media and materials in public art, standards for placement and site selection of public art, standards for placement of public art on both public and private development sites, role and procedures of the Public Art Commission, art selection process, art selection standards and criteria, maintenance and conservation of public art works, staffing and administration of the public arts program, public art collection review and removal, and catalog and inventory procedures for the collection of art installed under this chapter.

10-6.08 City Public Art Master Plan

The City Council shall adopt a public art master plan to govern the acquisition, placement and installation of public art owned by the City using the City Public Art Fund. Prior to the adoption of the Public Art Master Plan, any use of the public art fund shall be subject to a determination by the City Council that the proposed use of revenue is for the acquisition, placement or installation of public art consistent with the purpose of this chapter.

10-6.09 City Public Art Fund

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

SECTION 4. PUBLICATION AND EFFECTIVE DATE. This ordinance shall be published by one insertion in the official newspaper of the City, and the same shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

WHEREAS, in order to provide the City Council with advisory recommendations regarding public art proposals, whether funded by a developer or through in lieu contributions, all public art proposals shall be first received by the Public Art Commission; and

WHEREAS, the requirement that applicants for development projects provide either public art or an in lieu equivalent fee is a legitimate and valid land use regulation that has been analogized by California courts as akin to traditional land use regulations imposing minimal setbacks, parking and lighting conditions, landscaping requirements and other design conditions; and

WHEREAS, aesthetic regulations as set forth in the public art contribution is reasonably related to the public health, safety and welfare of the citizens of the City of Redondo Beach, and furthers the significant government interests of the promotion of visual and cultural interest in commercial and residential zoning, preservation of neighborhood character, communication of community values and cultural interests, promotion of tourism and stimulation of the local economy, and enhancement of the visual character and identity of the City; and

WHEREAS, the City Council hereby finds that the public art contribution is thus neither a "development fee" subject to the requirements of the California Mitigation Fee Act, California Government Code 66000 *et seq*, nor a development exaction subject to the scrutiny of relevant rules set forth in Nollan v. California Coastal Commission 483 U.S. 825 91987) and Dolan v. City of Tigard 512 U.S. 374 (1994), but rather, that the public art contribution is a zoning requirement that furthers aesthetic objectives under the authority of the City's general police power.

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

SECTION 1. Redondo Beach Municipal Code Chapter 6, Title 10 is hereby added to read as follows:

Chapter 6

PUBLIC ART REQUIREMENTS

Sections:

10-6.01 Purpose

The purpose of this chapter is to authorize the establishment of guidelines, procedures and standards for the integration of public art into new, eligible private development projects and public capital improvement projects throughout the City of Redondo Beach.

Public art helps create a more livable and visually stimulating city. The presence of and access to public art enlivens the public areas of buildings and their grounds and makes them more welcoming. It creates a deeper interaction with the places where we live, work and visit. A city rich in art encourages cultural tourism which brings in visitor revenues.



- J. "Private development project" means a project involving the construction of any new residential (three units or more), commercial building (including office and retail uses), industrial or light industrial uses, or any mixed-use project, the construction of new tenant improvements in any shell building, an addition to an existing building, or the rehabilitation, renovation, remodeling or tenant improvement of an existing building, and having a building valuation, as defined in this Chapter, of two hundred fifty thousand (\$250,000.00) or more. For the purposes of calculation of the public art contribution for a mixed-use project, the building valuation shall be calculated based on the nonresidential portion of the project only. To the extent that all or some portion of the new construction includes one or more of the six "exclusion items" identified below, those portions of the project shall be excluded from the definition of "Private development project"; thus, those portions of construction shall not be subject to the requirements of this chapter:
1. Repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other calamity;
 2. Historic preservation or restoration;
 3. Seismic retrofit or flood protection projects work items;
 4. Fire sprinkler installation work items as defined by section 9-1.05 of the Redondo Beach Municipal Code.
 5. Any alteration, maintenance or repair of an existing structure, or equipment, that does not result in an addition (i.e. does not result in an extension, expansion or increase in the floor area or height of the existing structure). Notwithstanding this exclusion, construction of new tenant improvements in any shell building shall be within the definition of "development project";
 6. Solar (photo voltaic) system applications.
- K. "Public art" means an original work of a permanent nature in any variety of media produced by an artist which may include sculpture, murals, photography and original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass and other functional features which have been enhanced to be visually appealing. City commissioned public art may also include pieces as identified above which may be moved from time to time as a gallery collection and placed in public buildings such as City Hall, the libraries and other publicly accessible facilities.

Public art does not include the following:

1. Art objects that are mass produced of standard design such as playground equipment, benches, statuary objects or fountains;
2. Decorative or functional elements or architectural details, which are designed solely by the building architect as opposed to an artist commissioned for this purpose working individually or in collaboration with the building architect;



- Q. "Remodel." See "Alteration."
- R. "Repair" means the reconstruction or renewal of any part of an existing building for the purpose of its maintenance.
- S. "Reviewing body" means a review in a public forum by official bodies of the City of Redondo Beach including, but not limited to, the Harbor, Public Art and Planning Commissions, as well as the City Council.
- T. "Solar photovoltaic system" means the total components and subsystems that, in combination, convert solar energy into electric energy suitable for connection to a utilization load.

10-6.03 Public art requirement

The requirements of this chapter shall apply to the following activities:

- A. Eligible Private Development Projects as defined above.
- B. Eligible Capital Improvement Projects as defined above.

10-6.04 Public art requirement for eligible private development projects

A. The developer of any eligible private development project subject to the requirements of this chapter shall install public art on the project site in a public place as approved by the reviewing body with the authority to approve the development project pursuant to the process identified in this chapter. The cost of the public art shall be equal at least to one percent (1%) of the building valuation. The creator of public art shall be an artist. Public art shall be displayed in a manner that will enhance its enjoyment by the general public. As an alternative to on-site installation of public art, the developer may:

1. Request that the reviewing body with the authority to approve the private development project consider placement of a developer-funded art piece in a public place nearby which is identified in the public art master plan; or

2. Pay a public art monetary contribution into the City Public Art Fund equal to one percent (1%) of the building valuation above two hundred fifty thousand dollars (\$250,000). The public art contribution shall be paid by the developer at the time of building permit issuance. Projects that would generate a 1% fee on the amounts over \$750,000.00 and provide a significant benefit to the public may request that their 1% fee be capped at \$750,000.00 if the developer submits evidence and documentation with the application to the satisfaction of the City Manager that payment of a 1% fee in excess of \$750,000.00 would be prohibitively expensive for project delivery; or

3. Subject to the approval of the reviewing body with the authority to approve the private development project, install public art on the development project site that has a value lower than the public art contribution amount and make an in-lieu monetary contribution for the balance of the public art contribution.



E. If, for any reason, the current owner or successor in interest shall choose to replace any public art installed pursuant to this chapter, the following requirements shall be met before the art is replaced:

1. The replacement public art must be reviewed and approved by the reviewing body with the authority to approve private the development project.
2. The cost of the replacement art shall be equal to, or greater than, the initial cost of the existing public art to be removed.
3. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
4. The replacement public art shall conform, in every respect, to all standards in effect at the time of the replacement.
5. The replacement public art, location and installation shall violate no other ordinance.
6. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director.

10-6.05 Process for approval of the installation of a public art piece

The developer shall submit a narrative proposal and artistic rendering of the proposed public art in satisfaction of the requirements imposed by Section 10-6.04, in conjunction with the submittal of an eligible private development project to the Planning Department. The developer may also indicate an intention to pay an in-lieu public art monetary contribution into the City Public Art Fund The proposal for the public art shall be considered as an element of the design review permit review by the reviewing body with authority for the approval of the private development project.

10-6.06 Public art requirement for eligible capital improvement projects

As part of the City's annual budget process, the City Manager or a designee of the City Manager shall create a report identifying all capital improvement projects that could incorporate public art and which satisfy the following criteria:

1. Designation as an eligible capital improvement project would not result in detriment to the project.
2. The capital improvement project is a permanent public improvement project with a building valuation in excess of two hundred fifty thousand dollars (\$250,000).
3. The resulting public art would be publicly accessible on the capital improvement project site.
4. Eligible capital improvement projects would include the construction of public facilities such as a library, civic center, public safety facility, green/park space, recreational facility or transportation project. Ineligible capital projects include, but are not limited to, underground



posted on or about the street line at intervals of not less than 200 feet, starting at either end of the subject properties where the property line intersects the street line.

10-6.09 City Public Art Master Plan

The City Council shall adopt a public art master plan to govern the acquisition, placement and installation of public art owned by the City using the City Public Art Fund. Prior to the adoption of the Public Art Master Plan, any use of the public art fund shall be subject to a determination by the City Council that the proposed use of revenue is for the acquisition, placement or installation of public art consistent with the purpose of this chapter.

10-6.10 City Public Art Fund

All fees collected under this chapter shall be held in a special fund known as the "City Public Art Fund," maintained, managed and reviewed by the City Treasurer. These funds shall be used solely for purpose of furthering the goals of the City's Public Art Program. The City shall use any unexpended public art monetary contributions for the advancement of the Public Art Master Plan and the ongoing maintenance and repair of all current and future public art in the City.

The City shall maintain a five percent (5%) set aside of the Public Art Fund for the maintenance, repair and potential removal or relocation of all current and future public art in the City. The five percent (5%) maintenance allocation shall be funded by all fees collected for the City Public Art Fund (10-6.04 and 10-6.06).

The City shall routinely solicit alternative public art funding sources, including but not limited to, public art grants, donations and sponsorships.

10-6.11 Fee adjustment

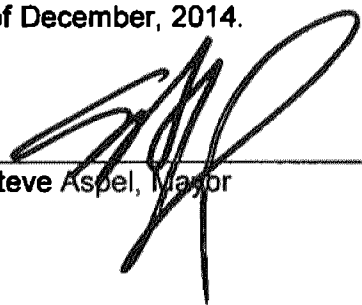
A developer subject to the requirements set forth in this chapter may apply to the City Council for a reduction or adjustment to the fees or waiver of the fees based upon the absence of any reasonable relationship or nexus between the impact of the new development and either the amount of the fees charged or the type of facility to be financed or the portion of the facility attributable to the new development. If appealing fees owed upon issuance of a building permit, the developer shall pay all required fees under protest and concurrently file a written application for a waiver or reduction as an appeal to City Council. Appeals filed under this section shall comply with the requirements set forth in Section 10-1.906 and shall be conducted in accordance with the procedures set forth in that chapter, except that all appeals shall be considered by the City Council. The decision of the Council shall be final.

10-6.12 Authority for additional mitigation

Fees collected pursuant to this chapter do not replace existing development fees, except as the Council may specifically provide, or other charges or limit requirements or conditions to provide additional mitigation of impacts imposed upon development projects as part of normal development review process.



PASSED, APPROVED AND ADOPTED this 2nd day of December, 2014.


Steve Aspel, Mayor

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Ordinance No. 3127-14 duly introduced at a regular meeting of the City Council held on the 18th day of November, 2014, and was duly approved and adopted by the City Council at a regular meeting of said City Council held on the 2nd day of December, 2014, by the following vote:

AYES: GINSBURG, BRAND, AUST, SAMMARCO, KILROY


NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Eleanor Manzano, City Clerk

APPROVED AS TO FORM:


Michael W. Webb, City Attorney



Administrative Report

N.5., File # 22-3941

Meeting Date: 5/3/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

RECEIVE AND FILE A REPORT ON SHORT-TERM AND LONG-TERM IMPROVEMENTS AND ADDITIONAL AMENITIES AT AVIATION PARK

EXECUTIVE SUMMARY

The City Council's Strategic Plan includes an objective to provide a report on short and long-term improvements at Aviation Park. Specifically, the objective calls for a report on the painting of the gymnasium, concrete work, and a potential aquatics center.

The Aviation Gymnasium has served the South Bay Community since 1957. The gym's exterior was last painted 25 years ago and needs updating. While much of the building is brick, the accent details including trim, doors, vents and awnings are metal and require repair and painting. A third-party Environmental Hygienist (Ellis Environmental) was brought in to test the building's conditions, oversee the abatement and ensure all EPA, CALOSHA and AQMD Regulations are met prior to the repainting. Public Works is currently collecting competitive bids for repainting of the facility. Funding for this work was provided as part of the Fiscal Year 2021-22 Budget. The anticipated start date is June of 2022 at an estimated total cost of \$132,000.

The exterior sidewalks surrounding Aviation Gym were constructed as part of the original Aviation High School campus. The overall condition of the concrete was ok, but some areas needed replacement due to cracking and root displacement. This work was incorporated into the Public Works Department's work program and completed in April.

As part of the Fiscal Year 2021-22 Budget, the City Council requested a Budget Response Report on the feasibility of constructing and operating a 50-meter pool in the empty lot behind Aviation Gymnasium that measures approximately 170ft (52m) by 185ft (56m). Preliminary cost projections to construct an aquatics facility are \$13,300,000 while annual operating costs are estimated to be \$1,360,000. It should be noted that the Recreation and Parks Commission has recommended this same location as a potential site for permanent pickle ball courts.

BACKGROUND

The City Council's Strategic Plan includes an objective that reads "Aviation Park: Provide a report on short- and long-term improvements and additional amenities for the following: painting of the gym, concrete work, and potential aquatic center." The below information provides a status report on the three specified items as well as an update on the condition of the park's play equipment and the

process to replace the turf field.

Painting of the Gymnasium

The Aviation Gymnasium has served the South Community since 1957 and includes basketball courts, volleyball courts and areas for dance teams to practice. The exterior was last painted 25 years ago and is in need of attention and repairs. Some of the building materials, due to their age and composition at the time of installation require abatement before they can be upgraded. As such, a third-party Environmental Hygienist (Ellis Environmental) was brought in to test the building's conditions, oversee the abatement and ensure all EPA, CALOSHA and AQMD Regulations are met as part of the project.

After the abatement has been completed, a painting contractor will be procured to complete the following scope of work:

General Conditions

In addition to painting the building exterior, there are fascia boards and trim which have deteriorated due to sun and weather exposure and need to be replaced. The contractor will be responsible for replacing the damaged boards and trim with new primed and painted materials.

Metal and Piping

The awnings and fire sprinkler pipes are showing signs of paint degradation and rust throughout the awning structure. Areas where the paint is flaking or rusted will be scraped, sanded, abated and treated in preparation for recoating with finish materials.

Stucco and Masonry

The stucco on the northwest side of the building needs to be power washed and prepared for painting. The existing Brick Masonry is in good condition and only requires power washing for cleaning purposes.

Glue Lams Support Structure

Arched Glue lam beams were used as part of the structural system for the gym roof. While exterior painting of these beams was performed more recently than the side of the building, the beams will need to be repainted along with the gym's other wooden features to provide updated protection.

As mentioned above, the anticipated cost for the above work is \$132,000. As part of the FY 2021-22 Budget, the City Council approved \$150,000 for the abatement and the exterior prep and painting of the gymnasium. The project should begin in June of 2022.

Concrete Patios and Side Walks

The exterior sidewalks surrounding the Gym are walkways from when the area still served as Aviation High School. The general condition of the concrete was ok but some areas needed replacement due to cracking and root displacement. Public Works personnel were able to use annual maintenance and operations funding to complete the work in April at a cost of \$35,000.

Playground Equipment

The rubber surfacing at the Aviation play area is deteriorating and becoming inflexible. The Public Works Department has had to repeatedly patch the surfacing due to age, cracking, hardening and wear. Public Works is currently working with the City Attorney's Office to prepare a contract agreement with an outside vendor to install new surfacing. Funding for the project is included as part of the Fiscal Year 2021-22 Capital Improvement Budget.

Aviation Field

The synthetic turf at Aviation Field is in poor condition and needs replacement. The turf was last replaced in 2010. The typical lifespan of synthetic turf is approximately 10 years. In the Fall of 2021, the City Council authorized the negotiation of a new license agreement with South Bay Sports for the installation of replacement field turf. South Bay Sports has held agreements with the City since 2006 to provide adult sports leagues during designated times at Aviation Field in exchange for the cost and installation of new synthetic turf. South Bay Sports initially installed synthetic turf in 2006 and replaced the turf in 2010 at no cost to the City. Community Services has worked with the City Attorney's Office to draft a new agreement with South Bay Sports and is targeting early July for City Council consideration of approval.

Aquatic Center

As part of the FY 2021-22 Budget, the City Council requested a Budget Response Report on the feasibility of constructing and operating a 50-meter pool behind Aviation Gymnasium. Staff spoke to various vendors involved in the construction and operation of aquatic facilities. In particular, staff spoke to Myrtha Pools who sell and build aquatic pools, all around the world, including several Olympic size pools that have been constructed at a number of California high schools over the last few years. Staff also asked the City's on-call consultant, Hirsh and Associates, Inc., to provide preliminary construction costs and ongoing facility operation and utility costs. Lastly, staff reached out to the City of Torrance to gauge ongoing operation and maintenance costs to operate their City's "Plunge", which is an aquatic facility that includes a 50-meter pool.

One potential location for a new aquatic facility in Redondo Beach is the empty lot behind Aviation Gymnasium that measures approximately 170ft (52m) by 185ft (56m). The dimensions of the site are expected to accommodate the construction of a full 50-meter pool. Final size and scale of the facility is ultimately contingent on the ability to build an accompanying pool deck that meets Americans with Disabilities Act (ADA) requirements. If those requirements cannot be met, the size of the pool would have to be reduced and the aquatic facility reconfigured. Furthermore, it should be noted that this location was the site of the Aviation High School pool and it is unclear whether the old pool was removed or simply abandoned and filled in with soil and/or other cover materials. Part of the process, if the City Council decided to move forward with exploring a pool at this location, would be to conduct soil testing and inspect the lot to conclude whether the old pool still remains. This cost along with the potential removal of the old pool is not reflected in the below estimated costs:

Project Components

- Site Improvements - Earthwork, utilities, parking, landscaping, pool deck, perimeter fencing, etc. (3 acres).

- Outdoor Multi-Use Swimming Pool - 50-meters x 25-yards suitable for swimming, diving, water polo, instruction and recreational swimming (12,300 sq. ft.).
- Support Building - Locker rooms, restrooms, staff office, mechanical room, chemical rooms, etc. (8,000 sq. ft.)

Construction Costs

Site Improvements	\$3,000,000
Swimming Pool	\$2,500,000
Support Building	\$4,000,000
Construction Sub-Total	\$9,500,000
30% Soft Costs (A&E fees, plan check, tests, inspection)	\$2,850,000
10% Contingency	\$950,000
TOTAL PROJECT BUDGET	\$13,300,000

Annual Utility Costs - Year-Round Operation

Swimming Pool Utilities	\$350,000
Building Utilities	\$50,000
O & M	\$960,000
EST. ANNUAL OPERATING COST	\$1,360,000

It should be noted that the Recreation and Parks Commission has recommended this same location as a potential site for permanent pickle ball courts.

COORDINATION

Community Services staff worked with Public Works staff to prepare this report.

FISCAL IMPACT

As part of the FY 2021-22 Budget, the City Council approved \$150,000 towards the abatement and exterior prep and painting of the gymnasium. The anticipated cost for the painting is \$132,000. The sidewalk improvements are estimated to cost \$35,000. Funding for this work is available in the citywide sidewalk repair program account.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

1. Budget Response Report #41 - Aviation Gymnasium 50-meter pool

CITY OF REDONDO BEACH

Budget Response Report #41

June 15, 2021

Question:

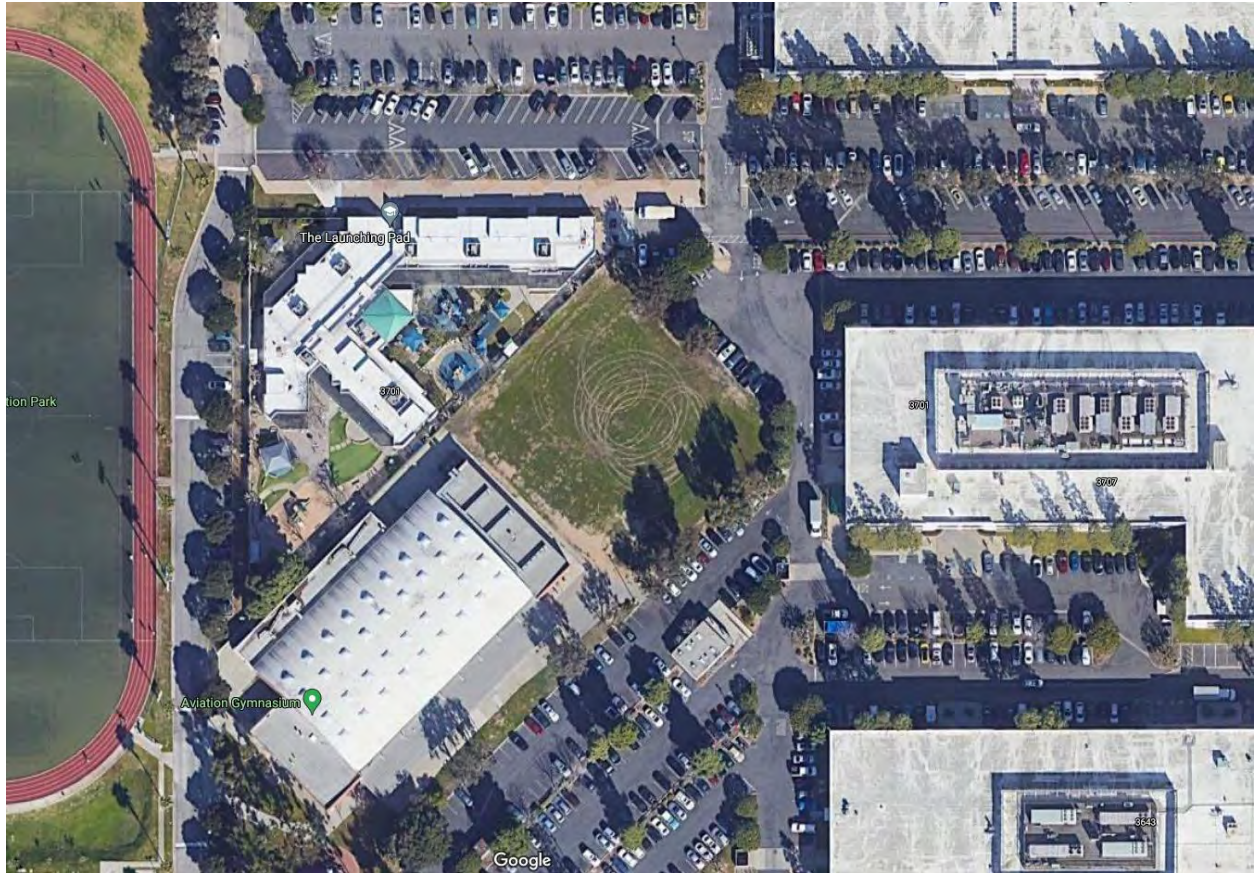
What would it cost to install, operate and maintain a 50-meter pool in the lot behind Aviation Gymnasium?

Response:

In response to City Council's inquiry regarding the feasibility of constructing and operating a 50-meter pool behind Aviation Gymnasium, staff spoke to various representatives involved in either the construction and/or the operation of aquatic facilities. In particular, staff spoke to Myrtha Pools who sell and build aquatic pools, including several Olympic size pools that have been constructed at various California high schools over the last few years. Staff also asked on-call consultant, Hirsh and Associates, Inc., to provide some preliminary costs estimates based on current construction costs and ongoing facility and utility costs. Lastly, staff reached out to the City of Torrance to gauge ongoing operation and maintenance costs to operate the "Plunge", which is an aquatic facility that includes a 50-meter pool and is operated by the City of Torrance.

Location

The potential location of the aquatic facility is currently an empty lot behind Aviation Gymnasium that measures approximately 170ft (52m) by 185ft (56m). Given the dimensions of the lot it may be possible to construct a 50-meter pool contingent on being able to accommodate a reasonably sized deck and abide by any Americans with Disabilities Act (ADA) requirements. If those elements and requirements cannot be met then the size of the pool would need to be downsized and the aquatic facility would need to be reconfigured. Furthermore, this location was the site of an aquatic facility in the past and it is unclear whether the old pool was removed or simply abandoned and filled in with soil and/or other filling materials. Part of the preliminary process, if City Council decided to move forward with this endeavor, would be to conduct soil testing and inspect the lot to conclude whether the old pool still remains. This cost along with the potential removal of the old pool is not reflected in the subsequent estimated costs. The following is an aerial photo of the potential location for reference.



Proposed Aquatic Facility

Project Components

- Site Improvements – Earthwork, utilities, parking, landscaping, pool deck, perimeter fencing, etc. (3 acres).
- Outdoor Multi-Use Swimming Pool – 50-meters x 25-yards suitable for swimming, diving, water polo, instruction and recreational swimming (12,300 sq. ft.).
- Support Building – Locker rooms, restrooms, staff office, mechanical room, chemical rooms, etc. (8,000 sq. ft.)

Construction Costs

Site Improvements	\$3,000,000
Swimming Pool	\$2,500,000
Support Building	<u>\$4,000,000</u>
Construction Sub-Total	\$9,500,000

30% Soft Costs (A&E fees, plan check, tests, inspection)	\$2,850,000
10% Contingency	\$950,000
TOTAL PROJECT BUDGET	\$13,300,000

Annual Utility Costs – Year-Round Operation

Swimming Pool Utilities	\$350,000
Building Utilities	\$50,000
O & M	\$960,000
EST. ANNUAL OPERATING COST	\$1,360,000



Administrative Report

T.1., File # 22-4060

Meeting Date: 5/3/2022

TITLE

ADJOURN IN MEMORY OF CAROLYN LININGER, FORMER CITY EMPLOYEE