CITY OF REDONDO BEACH CITY COUNCIL AGENDA Tuesday, June 21, 2022

415 DIAMOND STREET, REDONDO BEACH

CITY COUNCIL CHAMBER

THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBER. 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 THE 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 THE MEETING VIA ZOOM (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_KneJM74gTmGyl0DdplBmDw 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 THE 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:

New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach

Case Number: E326287455

- 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. RECOGNITION OF SR. DEPUTY CITY PROSECUTOR, ANASTASIA PAPADAKIS

FOR HER NEARLY 12 YEARS OF DEDICATED SERVICE TO THE CITY

D.2. ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO THE NEW SR. DEPUTY CITY PROSECUTOR, SUZANNE DELGIN

CONTACT: ELEANOR MANZANO, CITY CLERK

- E. APPROVE ORDER OF AGENDA
- F. AGENCY RECESS
- F.1. SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

CONTACT: CAMERON HARDING, COMMUNITY SERVICES 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 JUNE 21, 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. PAYROLL DEMANDS

CHECKS 28231-28269 IN THE AMOUNT OF \$54,366.19, PD. 6/10/22 DIRECT DEPOSIT 249802-250350 IN THE AMOUNT OF \$1,869,558.61, PD. 6/10/22 EFT/ACH \$7,557.23, PD. 5/27/22 (PP2211)

EFT/ACH \$368,221.20, PD. 6/14/22 (PP2211)

ACCOUNTS PAYABLE DEMANDS

CHECKS 103831-104084 IN THE AMOUNT OF \$2,308,629.09

REPLACEMENT DEMAND 103830 \$3,175.39

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

- **H.4.** APPROVE CONTRACTS UNDER \$35,000:
 - 1. APPROVE AN UPGRADE TO THE LICENSING AGREEMENT WITH KNOWBE4,

INC. FOR HUMAN RESOURCES AND FRAUDULENT TRANSACTION TRAINING MODULES TO SUPPLEMENT ONGOING EMPLOYEE SECURITY AWARENESS TRAINING ON EMAIL PHISHING TECHNIQUES, RANSOMWARE AWARENESS, AND SOCIAL ENGINEERING MANIPULATION FOR AN ADDITIONAL AMOUNT OF \$1,272 FOR THE EXISTING TERM THROUGH NOVEMBER 20, 2022.

2. APPROVE AN AGREEMENT WITH ERIC ARROYO TO CONDUCT POLICE SWORN AND CIVILIAN APPLICANT BACKGROUND INVESTIGATIONS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$15,000 FOR THE TERM JUNE 21, 2022 TO JUNE 20, 2023 WITH TWO AUTOMATIC ONE-YEAR EXTENSIONS.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

H.5. APPROVE A THREE-YEAR AGREEMENT WITH YUNEX TRAFFIC TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES FOR AN ANNUAL COST NOT TO EXCEED \$154,234 AND A TOTAL COST NOT TO EXCEED \$462,702, FOR THE TERM JULY 1, 2022 TO JUNE 30, 2025

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.6. APPROVE AN AGREEMENT WITH ROBERTSON INDUSTRIES TO REPLACE THE PLAYGROUND SURFACING AT PERRY PARK, ANDREWS PARK, AVIATION PARK AND TURTLE PARK FOR A TOTAL COST NOT TO EXCEED \$228,885

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.7. ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2206-038, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE NINETY FOUR THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS (\$94,725) IN SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FUNDS TO THE SOLID WASTE INTERGOVERNMENTAL GRANTS FUND

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.8. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.9. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH ARDURRA GROUP INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 FOR AN ADDITIONAL AMOUNT OF \$125,000 FOR THE EXISTING TERM

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.10. APPROVE THE EIGHTH AMENDMENT TO THE AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING FOR REDONDO BEACH TRANSIT CENTER PROJECT MANAGEMENT SERVICES FOR AN ADDITIONAL AMOUNT OF \$45,000 FOR THE EXISTING TERM

CONTACT: TED SEMAAN, PUBLIC WORKS DIRECTOR

H.11. APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH SWA GROUP FOR THE PREPARATION OF A PUBLIC AMENITIES PLAN FOR KING HARBOR TO EXTEND THE TERM THROUGH DECEMBER 31, 2022

CONTACT: GREG KAPOVICH, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

- **H.12.** APPROVE THE AFFORDABLE HOUSING DOCUMENTS FOR THE SALE OF 2750 ARTESIA BOULEVARD, #116, REDONDO BEACH, CA 90278.
 - 1. AGREEMENT CONTAINING COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE [MODERATE INCOME]
 - 2. ESCROW INSTRUCTIONS

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

H.13. APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH HITECH, INC. FOR POLICE RECORDS MANAGEMENT AND COMPUTER AIDED DISPATCH SOFTWARE FOR A REDUCED NUMBER OF LICENSES, A NEW ANNUAL AMOUNT NOT TO EXCEED \$36,611.98, AND AN EXTENSION OF TERM THROUGH JUNE 30, 2023

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.14. ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

H.15. APPROVE AN AGREEMENT WITH LANCE, SOLL AND LUNGHARD, LLP FOR ACCOUNTING SERVICES RELATED TO COMPLIANCE WITH GASB STATEMENTS 87, 89, 91, 94, 96 AND 97, GASB 87 LEASE SOFTWARE IMPLEMENTATION, AND COMPLIANCE WITH ALL CURRENT AND EFFECTIVE GASB PRONOUNCEMENTS IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE TERM JUNE 21, 2022 TO DECEMBER 31, 2023.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

H.16. APPROVE THE PURCHASE OF SEVENTY-FIVE (75) CANON IMAGEFORMULA DR-M260 DESKTOP SCANNERS FROM CANON SOLUTIONS AMERICA THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT COOPERATIVE PURCHASING PROGRAM AGREEMENT #140595 VIA CANON CALIFORNIA PARTICIPATING AGREEMENT #7-19-70-46-01 FOR AN AMOUNT NOT TO EXCEED \$65,809.50.

CONTACT: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR

H.17. APPROVE AN AGREEMENT WITH CHOICE MEDIATION FOR AS NEEDED DISPUTE RESOLUTION AND HEARING OFFICER SERVICES ON ADMINISTRATIVE MATTERS FOR THE CITY OF REDONDO BEACH IN AN AMOUNT NOT TO EXCEED \$36,000 AND A TERM ENDING JULY 31, 2023

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.18. APPROVE AN AGREEMENT WITH HINDERLITER, DE LLAMAS, AND ASSOCIATES, DBA HDL COMPANIES FOR CONSULTING SERVICES TO ASSIST WITH THE CITY'S PREPARATION OF A CANNABIS ORDINANCE, TAX MEASURE, AND PERMIT SELECTION PROCESS FOR AN AMOUNT NOT TO EXCEED \$37,250 FOR THE TERM JUNE 21, 2022 THROUGH JUNE 30, 2023

CONTACT: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

J.1. For eComments and Emails Received from the Public

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

L.1. PUBLIC HEARING TO CONSIDER PUBLIC SERVICE GRANT RECOMMENDATIONS
AND ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022-2023
ANNUAL ACTION PLAN

PROCEDURES:

- a. Open Public Hearing and take testimony;
- b. Consider public service grant recommendations; and
- c. Adopt the 2022-2023 Annual Action Plan.

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

L.2. CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-23
PROPOSED BUDGET, FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND
ASSOCIATED BUDGET RESPONSE REPORTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2022-23

- a. Reconvene the Public Hearing, take testimony;
- b. Close the Public Hearing; and
- c. Receive and file Budget Response Reports; and
- <u>d.</u> Adopt by title only Resolution No. CC-2206-041, including Budget Response Report No. 1.

CONTACT: JENNIFER PAUL, FINANCIAL SERVICES DIRECTOR

L.3. PUBLIC HEARING TO CONSIDER PROPOSED USER FEE AMENDMENTS FOR THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT USER FEES

ADOPT BY TITLE ONLY RESOLUTION NO. CC- 2206-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PUBLIC WORKS DEPARTMENT USER FEES

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Close Public Hearing; and
- c. Adopt by title only Resolution No. CC- 2206-042; and
- d. Adopt by title only Resolution No. CC- 2206-043.

CONTACT: JENNIFER PAUL, FINANCE DIRECTOR

- M. ITEMS CONTINUED FROM PREVIOUS AGENDAS
- N. ITEMS FOR DISCUSSION PRIOR TO ACTION
- O. CITY MANAGER ITEMS
- P. MAYOR AND COUNCIL ITEMS
- P.1. <u>DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPOINTING MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR FISCAL YEAR 2022-2023 COMMENCING JULY 1, 2022</u>

ADOPT BY TITLE ONLY RESOLUTION CC-2206-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPOINTING A NEW MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR A TERM COMMENCING JULY 1, 2022 AND EXPIRING ON JUNE 30, 2023

CONTACT: ELEANOR MANZANO, CITY CLERK

- 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:

New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach

Case Number: E326287455

S. RECONVENE TO OPEN SESSION

T. ADJOURNMENT

The next meeting of the City Council of the City of Redondo Beach will be an Adjourned Regular meeting to be held at 4:30 p.m. (Closed Session) and a Regular meeting to be held at 6:00 p.m. (Open Session) on Tuesday, July 5, 2022, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



R.1., File # 22-4392 Meeting Date: 6/21/2022

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:

New Commune DTLA, LLC and Leonid Pustilnikov v. City of Redondo Beach and City Council of the City of Redondo Beach

Case Number: E326287455



D.1., File # 22-4368 Meeting Date: 6/21/2022

RECOGNITION OF SR. DEPUTY CITY PROSECUTOR, ANASTASIA PAPADAKIS FOR HER NEARLY 12 YEARS OF DEDICATED SERVICE TO THE CITY



D.2., File # 22-4270 Meeting Date: 6/21/2022

ADMINISTRATION OF OATH OF OFFICE BY CITY CLERK ELEANOR MANZANO TO THE NEW SR. DEPUTY CITY PROSECUTOR, SUZANNE DELGIN



F.1., File # 22-4341 Meeting Date: 6/21/2022

TITLE

SPECIAL MEETING OF THE REDONDO BEACH HOUSING AUTHORITY

AGENDA SPECIAL MEETING REDONDO BEACH HOUSING AUTHORITY TUESDAY, JUNE 21, 2022 REDONDO BEACH COUNCIL CHAMBERS 415 DIAMOND STREET

CALL MEETING

ROLL CALL

- A. APPROVAL OF ORDER OF AGENDA
- B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION
- C. CONSENT CALENDAR #C1 through #C3

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

- C1. APPROVAL OF AFFIDAVIT OF POSTING for the Special Housing Authority Meeting of June 21, 2022.
- **C2. APPROVAL OF MOTION TO READ BY TITLE ONLY** and waive further reading of all Ordinances and Resolutions listed on the agenda.
- C3. APPROVE THE AFFORDABLE HOUSING DOCUMENTS FOR THE SALE OF 2750 ARTESIA BOULEVARD #116, REDONDO BEACH, CALIFORNIA 90278.
 - 1. AGREEMENT CONTAINING COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE [MODERATE INCOME]
 - 2. ESCROW INSTRUCTIONS

Contact: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

- D. EXCLUDED CONSENT CALENDAR ITEMS
- E. PUBLIC PARTICIPATION ON NON-AGENDAITEMS

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F. EX PARTE COMMUNICATIONS

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

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

The next scheduled meeting of the Redondo Beach Housing Authority is a Regular meeting on Tuesday, September 6, 2022 at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

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

An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

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



Recreation, Transit and
Community Services Department
Housing Authority

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

tel: 310 318-0635

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

AFFIDAVIT OF POSTING

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

Legislative Body Housing Authority

Posting Type Special Meeting Agenda

Posting Locations 415 Diamond Street, Redondo Beach, CA 90277

✓ City Hall Kiosk

✓ City Clerk's Counter, Door "C"

Meeting Date & Time June 21, 2022 6:00 p.m. Open Session

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

Cameron Harding, Community Services Director

Date: June 13, 2022

MOTION TO READ BY TITLE ONLY

And waive further reading of all

Ordinances and Resolutions listed on the Agenda.

Recommendation - Approve



Council Action Date: June 21, 2022

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

Subject: APPROVE THE AFFORDABLE HOUSING DOCUMENTS FOR THE

SALE OF 2750 ARTESIA BOULEVARD, #116, REDONDO BEACH,

CALIFORNIA 90278.

1. AGREEMENT CONTAINING COVENANTS, RESTRICTIONS AND

OPTION TO PURCHASE [MODERATE INCOME]

2. ESCROW INSTRUCTIONS

EXECUTIVE SUMMARY

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

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

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

This Affordable Housing agreement is necessary due to the current owner's request to sell the moderate income unit located at 2750 Artesia Blvd., #116, Redondo Beach, CA 90278. This agreement will preserve the City's rights in the addendum to the Grant

HOUSING AUTHORITY SPECIAL MEETING Affordable Housing Agreement -Breakwater #116 Page 2

Deed which includes the preservation of the applicable low/moderate income Housing Covenants and Restrictions. These Covenants and Restrictions also grant the City an option to purchase the unit in the case of an uncured default or upon the Owner's intent to transfer the residence.

BACKGROUND

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

Pursuant to State and local requirements, the income restricted unit at 2750 Artesia Blvd., #116 can be sold or rented only to qualified moderate income individuals. Moderate income levels are based on a County-wide formula with income levels determined based on household size and in comparison to county wide median income.

The owner of this affordable housing unit made a request to sell their unit and has identified another qualified moderate income buyer. The Affordability Agreement is a recorded document to ensure maintenance of affordability levels. Provisions of the agreement will require housing staff to perform verification of buyer/tenant qualification and annual compliance reporting. The maximum sales price for this unit is \$190,349 and is calculated to be consistent with affordability criteria under State Law.

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

COORDINATION

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

FISCAL IMPACT

The Affordable Housing Program activities are processed through the City's Housing Authority office. As part of the adopted FY 2021-22 Budget, the City Council approved a fee for service for the City's Inclusionary Housing Programs. The Housing Authority has received a \$75.00 fee for this transaction.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENT

- Affordable Housing Agreement
- Escrow Instructions
- Maximum Sales Price Quote

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

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

(No Fee per Government Code § 27383)

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

Owner: David Taekwon Ahn Residence Address: 2750 Artesia Boulevard, #116, Redondo Beach, California 90278

This agreement, entitled Agreement Containing Covenants, Restrictions and Option to Purchase (the "Agreement") is entered into as of this 21st day of June, 2022 by and among the City of Redondo Beach, a chartered municipal corporation (the "City"), the Housing Authority of the City of Redondo Beach, a public body, corporate and politic (the "Authority") and David Taekwon Ahn (the "Owner").

RECITALS

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

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

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

1. DEFINITIONS

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

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

- h. "Residence" Section 2.
- i. "Restricted Period" shall mean fifty-five (55) years commencing from the date the first Certificate of Occupancy for the Residence is issued.
- j. "Sales Price" shall mean the total compensation payable by a purchaser for the Residence.
- k. "Senior Citizen Household" shall mean a household where at least one person in residence is fifty-five (55) years of age older and such person intends to reside in the Residence as his/her/their primary residence on a permanent basis. Any other person residing in the Residence shall be a "qualified permanent resident" or a "permitted health care resident" as provided in the Unruh Civil Rights Act, California Civil Code Section 51, et seq., or the Federal Fair Housing Act, 42 USC Section 3607, and all other applicable federal, state and local laws and regulations governing the use and occupancy of the development.
- 1. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, or by devise or inheritance to children, shall be a "Excluded Transfer" for purposes of this Agreement; provided, however, that transferees of any Excluded Transfer shall be bound by all covenants, conditions, restrictions, limitations and provisions contained in this Agreement, including, but not limited to, promptly providing the City and Authority with the "Notice of Excluded Transfer" upon any such Excluded Transfer.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as 2750 Artesia Boulevard., #116, Redondo Beach, California, 90278, which is more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Residence"). The Residence shall also include any and all improvements constructed on the real property whether now or in the future.

OWNER CERTIFICATION

Owner certifies the following:

a. The financial and other information provided in order to qualify to purchase the Residence is true and correct; and

b. Owner shall occupy the Residence as Owner's principal place of residence.

4. OWNER-OCCUPANCY: LEASING OF RESIDENCE

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

- e. These owner-occupancy restrictions may be modified or terminated only upon the written approval of the City and Authority. Any modification or termination must be in writing and recorded in the Official Records of the Office of the County Recorder of Los Angeles County.
- f. Owner shall be considered as occupying the Residence if Owner is living in the Residence for at least ten (10) months out of each calendar year.

5. MAINTENANCE OF PROPERTY

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

6. NOTICE OF INTENDED TRANSFER

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

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

7. DETERMINATION OF RESALE PRICE

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

- a. <u>Increased Base Price</u>. The "Increased Base Price" means the purchase price that Owner paid for the Residence, increased by the percentage change in the Area Median Income for Los Angeles County, as published annually by HCD, determined in accordance with HCD published criteria, from the purchase date to the date of notification as indicated in Section 6, above. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, the City or Authority may use or develop such other reasonable method as it may choose to determine the area median income for Los Angeles County.
- Adjusted Increased Base Price. The Increased Base Price shall also be b. adjusted for the "Value of Capital Improvements". The "Value of Capital Improvements" shall mean the value of substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Residence or substantial or total loss of value of said improvements. No such valuation shall be made except for improvements: (a) made or installed by or under the direction of the Owner; (b) with an initial cost of One Thousand Dollars (\$1,000) or more; and (c) which can be documented by the Owner to the reasonable satisfaction of the City or Authority. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the appraised market value of the improvements when considered as additions or fixtures to the Residence (i.e., the amount by which said improvements enhance the market value of the Residence at the time of sale or valuation). The adjustment to the Increased Base Price for such improvements shall be limited to the increase in value, and shall be determined by the City or Authority and the Owner, or in the event of a failure to agree, by an independent residential appraiser selected by the Owner from a list of appraisers established by the City or Authority. The cost of the appraisal shall be borne by the Owner.

8. OPTION

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

- a. <u>Events Precipitating City's Option to Purchase</u>. The Owner agrees the City's Option may be exercised upon the occurrence of any of the following:
 - i. An uncured default by Owner under this Agreement, subject to the notice and cure provisions of Section 10;

- An uncured default under any promissory note, deed of trust or any other lien, including, without limitation, a judgment lien, recorded against, secured by, or encumbering the Residence; or
- iii. Owner's Notice of Intent to Transfer the Residence.
- b. <u>Time and Manner of Exercising Option</u>. The Option may be exercised by the City delivering to Owner written notice of such exercise. Upon the City's knowledge of the occurrence of any event listed in subsection a. above, the City shall have sixty (60) days to notify Owner of its decision to exercise its Option. The notification to Owner regarding the Option exercise shall be pursuant to Section 21 of this Agreement. The City shall have the right, in its sole discretion, to assign the Option to the Authority upon written notice to the Owner that the Option has been assigned to the Authority. In the event the Option is assigned to the Authority, the Authority shall be entitled to the rights of the City in relation to the Option as set forth herein and shall be obligated under the terms and the covenants of this Section 8.
- c. <u>Payment for Option</u>. Upon the occurrence of an event listed in subsection a above, and the exercise by the City of its Option, the City shall pay (or in the event City designates an Eligible Purchaser, cause to be paid by such Designee), the Resale Price to Owner at the close of escrow, pursuant to subsection d, below.
- d. <u>Escrow</u>. Within thirty (30) days following the exercise of the Option, the parties agree that the City shall open, or cause to be opened, an escrow with a title insurance company or such other escrow agent reasonably acceptable to the City (the "Escrow Agent") and the parties agree to execute escrow instructions with Escrow Agent as may be required by Escrow Agent, or to implement or give effect to the terms and conditions of this Agreement. The parties agree to the following escrow terms and conditions:
 - i. The escrow shall be for a period of ninety (90) days or sooner if mutually agreed by the parties;
 - ii. The City agrees that it will pay, or cause to be paid by the Designee, the Resale Price upon the close of escrow or as otherwise mutually agreed to by the parties. Notwithstanding the foregoing, should Owner fail to cure all Deficiencies, if any, in accordance with Section 5 prior to the close of escrow, the Owner hereby agrees that the Escrow Agent shall withhold that portion of the Resale Price necessary to pay for curing the Deficiencies, based upon written estimates obtained and submitted to the Escrow Agent by the City. The City and/or Designee shall cause the Deficiencies to be cured and, upon certification of completion of work by the City and/or Designee, the Escrow Agent shall disburse such funds to the City

- and/or Designee to pay for said work. Any remaining funds shall be disbursed by the Escrow Agent to Owner;
- iii. The Owner agrees that it shall pay the premium for a standard C.L.T.A. policy of owner's title insurance issued by the Escrow Agent or title insurance company reasonably acceptable to the City in the amount of the Resale Price, insuring title to the Residence in the City's (or Designee's, as the case may be) name, subject only to those matters approved by the City or Designee in writing. In the event the City (or Designee, as the case may be) requests an A.L.T.A. policy of owner's insurance and/or any title endorsements, the additional costs associated with the issuance of an A.L.T.A policy or the endorsements shall be paid by the City (or Designee, as the case may be);
- iv. In the event the City exercises its Option pursuant to Section 8.a.3, the Owner and City agree that all costs and fees charged in connection with the closing and escrow shall be borne one-half (1/2) by the City (or Designee, as the case may be) and one-half (1/2) by the Owner. In the event the City exercises its Option pursuant to Section 8.a.1 or Section 8.a.2, the Owner agrees to pay all costs and fees charged in connection with the closing and escrow;
- v. The Owner agrees that it shall deposit in escrow for delivery to the City (or Designee, as the case may be) a grant deed to the City or Designee (in such form as may be reasonably acceptable to the City or Designee in his/her/their sole discretion):
- vi. Taxes and assessments shall be prorated at the close of escrow with Owner paying all such taxes and assessments due and payable prior to the close of escrow and City (or Designee, as the case may be) paying all such taxes and assessments due and payable following the close of escrow:
- vii. Owner agrees that title shall be conveyed by Owner at the close of escrow to the City (or Designee, as the case may be) free and clear of all mortgages, deeds of trust, liens and encumbrances. Owner agrees that any costs to remove or satisfy any mortgages, deeds of trusts, liens or encumbrances shall be the responsibility of Owner, at Owner's sole cost and expense; and
- viii. Any other terms or conditions mutually agreed to by the parties.
- e. Priority of Option. The Option granted pursuant to this Agreement shall be senior in priority to any lien or encumbrance.

9. RESTRICTED TRANSFER BY OWNER

- a. In the event the City does not exercise its Option pursuant to Section 8, above, Owner may Transfer the Residence to an Eligible Purchaser for not more than the Resale Price.
- In the event the City does not exercise its Option pursuant to Section 8, b. above, and Owner experiences an extreme hardship, Owner may submit written request to the City or Authority to waive the requirement that the purchaser of the Residence be an Eligible Purchaser and/or the requirement that the Sales Price not exceed the Resale Price. Within one hundred and twenty (120) days of such written request, the City may, in its sole discretion, approve the Transfer of the Residence to a non-Eligible Purchaser and/or the Transfer of the Residence in excess of the Resale Price. Upon the issuance by the City or Authority of a written waiver of the requirement that the purchaser be an Eligible Purchaser and/or the requirement that the Sales Price not exceed the Resale Price, subject to the provisions of this Section 9.b. and 9.c., Owner may Transfer the Residence to the non-Eligible Purchaser and/or may Transfer the Residence for an amount in excess of the Resale Price, as applicable. Any such transferee shall execute and record a covenant against the Residence, running to the benefit of the City and Authority, requiring that the transferee will occupy the Residence, subject to limited leasing rights, as provided in Section 4, of this Agreement.
- c. In the event the City or Authority waives the requirement that the Sales Price not exceed the Resale Price, the City shall be entitled to receive, and Owner shall pay to the City, an amount equal to 50% of the "Excess Proceeds". "Excess Proceeds" shall mean the Sales Price minus the sum of the following: repayment in full of any mortgage encumbering the Residence, and reimbursement to the Owner in the amount of the sum of the Owner's original down payment, the cost of any Capital Improvements made by the Owner and any payments made by the Owner to reduce to the principal balance of the mortgage prior to the sale.

10. DEFAULTS AND REMEDIES

Upon a violation of any of the provisions of this Agreement by Owner, the City or Authority shall give written notice to Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of City or Authority within thirty (30) days after the date the notice is mailed, or within such further time as City or Authority determines is necessary to correct the violation, City or Authority may declare a default under this Agreement. Upon the declaration of a default or if Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, City or Authority may apply to a court of competent jurisdiction for specific performance of the obligations of this Agreement, for an injunction prohibiting a proposed Transfer in violation of this Agreement, for a declaration that a Transfer in violation of the provisions

of this Agreement is void or any such relief at law or in equity as may be appropriate. Owner, and/or Owner's purchaser or transferee in those circumstances where a Transfer has occurred in violation of this Agreement, shall hold the City, Authority and their employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City, the Authority or their employees or other agents take in enforcing the provisions of this Agreement.

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

11. NOTICE OF DEFAULT AND FORECLOSURE

Owner agrees the City and Authority shall have the right to record against title to the Residence a request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence in the Office of the Recorder of Los Angeles County in substantially the form attached hereto as Exhibit B ("Notice of Sale"). The Owner shall provide to the City and Authority a written copy of any notice of default or notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence immediately upon receipt by the Owner. The City or Authority may declare a default under this Agreement upon receipt of any notice given to the City and Authority pursuant to Civil Code Section 2924b or pursuant to this Section, and may exercise its remedies as provided in Section 8 and Section 10. In the event of default or foreclosure of such deed of trust or mortgage, the City or Authority shall have the same right as the Owner to cure defaults and redeem the Residence prior to foreclosure sale. Nothing contained herein shall be construed as creating any obligation of the City or Authority to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

12. NON-LIABILITY OF THE CITY AND AUTHORITY

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

13. BINDING ON SUCCESSOR AND ASSIGNS

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

14. SUPERIORITY OF AGREEMENT

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

15. OBLIGATION TO REFRAIN FROM DISCRIMINATION

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

FORM OF NONDISCRIMINATION AND NONSEGRATION CLAUSES

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

a. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the

grantee itself or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased."
- c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

17. TERMINATION OF COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE

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

18. DEED OF TRUST

Each and every condition, obligation, covenant and agreement contained in this Agreement shall at all times throughout the term be secured by a deed of trust in favor of the City and the Authority ("Deed of Trust"), substantially in the form attached hereto as Exhibit C. Owner agrees to execute and deliver the Deed of Trust (in recordable form) and it shall be recorded against the Residence. The Deed of Trust will be subordinate to any liens securing financing for Owner's purchase of the Residence, but this Agreement shall

be senior to any such liens and shall not be extinguished by foreclosure, a deed in lieu of foreclosure or power of sale, or sale.

19. ENFORCEMENT

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

20. INVALID PROVISIONS

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

21. CONTROLLING LAW

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

22. NOTICES

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

To the Owner:

David Taekwon Ahn 2750 Artesia Boulevard, #116 Redondo Beach, California 90278

To the City:

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

To the Authority

The Housing Authority of the City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: Director of Community Services Attention: Housing Supervisor

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

23. INTERPRETATION OF AGREEMENT

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

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

"OWNER"

Date: 6/9/2022

David Taalayan

[remainder of page left intentionally blank]

[signatures continue on the following page]

Accepted and agreed to by the City this 21^{st} day of June, 2022.

	CITY OF REDONDO BEACH, a chartered municipal corporation
Date:	By:William C. Brand Mayor
APPROVED AS TO FORM: Michael W. Webb City Attorney	
By: Michael W. Webb	
ATTEST:	
By: Eleanor Manzano City Clerk	

[Signatures continue on following page]

Accepted and agreed to by the Authority this 21st day of June, 2022.

	HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, a public body, corporate and politic
Date:	By:William C. Brand Chairman
APPROVED AS TO FORM: Michael W. Webb General Counsel for Authority	
By:Michael W. Webb	
ATTEST:	
By:Eleanor Manzano	
Secretary	

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
On this 9th day of June , 2022, before me, John Kim , 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) JOOHEE KIM COMM. # 2247975 COMM. EXPIRES JULY 26, 202
A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On thisday of, 20, before me,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: (Seal)

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 116 OF MODULE 2 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY 24, 2008, AS INSTRUMENT NO. 08- 149822, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/48TH FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 2 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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

PARCEL 3

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED S EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111

EXHIBIT B NOTICE OF SALE

[BEHIND THIS PAGE]

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

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

(No Fee per Government Code § 27383)

REQUEST FOR NOTICE Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that copies of any NOTICE OF DEFAULT and copies of any NOTICE OF SALE under the DEED OF TRUST dated as of June 21, 2022 and recorded as Instrument No. _______, in the Official Records of Los Angeles County on _______, 2022 and describing the following real property, located in Los Angeles County, California as

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

executed by David Taekwon Ahn, a Single Man as sole owner and Trustor, in which the City of Redondo Beach, California and the Housing Authority of the City of Redondo Beach, California are collectively names as Beneficiary and First American Title Company, as Trustee, be mailed to:

City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: City Attorney

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

CITY OF REDONDO BEACH, a chartered municipal corporation

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

Date:	By: William C. Brand Mayor and Chairman
APPROVED AS TO FORM: Michael W. Webb City Attorney and General Counsel for	or Authority
By: Michael W. Webb	
ATTEST:	
By: Eleanor Manzano City Clerk and Secretary for A	

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On thisday of
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: (Seal)
A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA COUNTY OF LOS ANGELES
On thisday of, 20, before me,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ard 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.
Circustum. (Seel)

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 116 OF MODULE 2 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY 24, 2008, AS INSTRUMENT NO. 08- 149822, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/48TH FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 2 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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

PARCEL 3

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111

Assessor's Parcel Number: 4082-012-111

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

Housing Authority of the City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: Housing Supervisor

(No Fee per Government Code § 27383)

REQUEST FOR NOTICE Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that copies of any NOTICE OF DEFAULT and copies of any NOTICE OF SALE under the DEED OF TRUST dated as of June 21, 2022 and recorded as Instrument No. ______, in the Official Records of Los Angeles County on ______, 2022 and describing the following real property, located in Los Angeles County, California as

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

executed by David Taekwon Ahn, a Single Man as sole owner and Trustor, in which the City of Redondo Beach, California and the Housing Authority of the City of Redondo Beach, California are collectively names as Beneficiary and First American Title Company, as Trustee, be mailed to:

City of Redondo Beach
The Housing Authority of the City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
Attention: Director of Community Services
Attention: Housing Supervisor

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

CITY OF REDONDO BEACH, a chartered municipal corporation

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

Date:	By: William C. Brand Mayor and Chairman
APPROVED AS TO FORM: Michael W. Webb City Attorney and General Counsel for	or Authority
By:Michael W. Webb	
ATTEST:	
By: Eleanor Manzano City Clerk and Secretary for A	

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
On thisday of, 20, before me,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: (Seal)
A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On this day of, 20, before me,,
On thisday of, 20, before me,, Notary Public, personally appeared,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: (Seal)

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 116 OF MODULE 2 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY 24, 2008, AS INSTRUMENT NO. 08- 149822, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 4 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111

EXHIBIT C PERFORMANCE DEED OF TRUST

[BEHIND THIS PAGE]

RECORDING REQUESTED BY:

Housing Authority of the City of Redondo Beach

WHEN RECORDED MAIL TO:

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

(No Fee per Government Code § 27383)

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

THIS PERFORMANCE DEED OF TRUST (this "Deed of Trust") dated as of June 21, 2022 is entered into by David Taekwon Ahn, a Single Man ("Trustor") whose address is 2750 Artesia Boulevard, #116, Redondo Beach, California 90278 in favor of Chicago Title Company ("Trustee"), for the benefit of the City of Redondo Beach, a chartered municipal corporation (the "City") whose address is 415 Diamond Street, Redondo Beach, California 90277 and the Housing Authority of the City of Redondo Beach, a public body, corporate and politic (the "Authority") whose address is also 415 Diamond Street, Redondo Beach, California 90277 (the City and Authority are referred to hereinafter collectively and individually as the "Beneficiary").

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

FOR THE PURPOSE OF SECURING: performance of Trustor's obligation to allow the Beneficiary to cure any default or otherwise purchase the Property in accordance with, and subject to, the terms and conditions of the June 21, 2022 Agreement Containing Covenants, Restrictions and Option to Purchase ("Covenant Agreement") executed by Trustor and Beneficiary, recorded concurrently herewith and incorporated herein by reference.

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

- 1. Maintenance of the Property. Trustor will:
 - a. keep the Property in good condition;
 - b. not permit any mechanic's or materialman's lien to arise against the Property;
 - c. comply with all laws having a material effect on the Property; and
 - d. not commit or permit waste on or to the Property.
- 2. Taxes and Other Sums Due. Trustor will promptly pay, satisfy and discharge when due:
 - a. prior to delinquency, all general and special taxes, and assessments, water and sewer district charges, rents and premiums affecting the Property; and
 - b. all encumbrances, charges and liens on the Property, with interest thereon, which are prior or superior to the lien of this Deed of Trust. Upon request by Beneficiary, Trustor will promptly furnish Beneficiary with all notices of sums due for any amounts specified in subparagraph (a) hereof, and upon payment of any such sum by Trustor, Trustor will promptly furnish Beneficiary with written evidence of such payment. Should Trustor fail promptly to make any payment required hereunder, Beneficiary may (but is not obligated to), at Beneficiary's sole expense, make such payment. Trustor will notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Property and agrees that Beneficiary's expense, contest by appropriate proceedings such increase in assessment.
- 3. Lease of the Property by Trustor. Except as permitted under the Covenant Agreement, Trustor shall not enter into a lease for all or any portion of the Property.
- 4. Defense of Deed of Trust; Litigation. Trustor will give Beneficiary immediate written notice of any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Property or this Deed of Trust. Trustor shall commence, appear in, prosecute, defend, compromise and settle, and incur necessary costs and expenses, including reasonable attorneys' fees, in so doing, any action or proceeding, whether judicial or non-judicial, deemed necessary in Beneficiary's reasonable judgment to preserve or protect the Property or this Deed of Trust. Trustor shall utilize counsel reasonably satisfactory to Beneficiary in connection with any such action or proceeding. Trustor will pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear or for which legal counsel is sought, whether by

virtue of being made a party defendant or otherwise, and whether or not the interest of Beneficiary or Trustee in the Property is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Property and any action brought by Beneficiary to foreclose this Deed of Trust or to enforce any of its terms or provisions.

- 5. Failure of Trustor to Comply with Deed of Trust. Should Trustor fail to do any act required by this Deed of Trust, or should there be any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Property or this Deed of Trust, Beneficiary or Trustee may (but is not obligated to):
 - a. Make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Property or this Deed of Trust, Beneficiary and Trustee being authorized to enter upon the Property for any such purpose; and
 - b. In exercising any such power, pay necessary expenses, employ attorneys and pay reasonable attorneys' fees incurred in connection therewith, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder.
- 6. Amounts Advanced to Bear Interest. At Beneficiary's request, Trustor will immediately pay any expenses or other amounts advanced or paid by Beneficiary or Trustee under any provision of this Deed of Trust. Until so repaid, all such amounts shall be added to, and become a part of, the indebtedness secured hereby and bear interest from the date of advancement or payment by Beneficiary or Trustee at the highest rate then allowed by applicable law.
- 7. Default. Each of the following shall constitute a "**Default**" under this Deed of Trust:
 - a. The filing by Trustor of any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or
 - b. In the event that after the date hereof, except as provided in the Covenant Agreement Trustor sells, contracts to sell, gives an option to purchase, conveys, transfers or alienates the Property, or suffers its title to, or any interest in the Property to be divested, whether voluntarily or involuntarily; or
 - c. Trustor defaults under the terms and conditions of the Covenant Agreement.
- 8. Remedies on Default. In the event of any Default hereunder which remains uncured following notice from Beneficiary and any cure period for such Default set forth

herein, Beneficiary, at Beneficiary's option, and to the extent permitted by applicable law, may, by delivering to Trustee a written declaration of default and demand for sale, executed by Beneficiary and reciting facts demonstrating such default by Trustor, together with a written notice of default, cure any defaults or purchase the Property pursuant to the terms of the Covenant Agreement. Beneficiary shall also deposit with Trustee the Covenant Agreement (including any amendments thereto), this Deed of Trust and such other documents necessary or appropriate. Upon receipt by Trustee of such affidavit or declaration of default and such notice of default and election to sell. Trustee shall accept as true and conclusive all facts and statements contained in such affidavit or declaration of default and shall cause such notice of default and election to sell to be recorded as required by applicable law. Upon the expiration of such period as may then be required by applicable law following recordation of such notice of default, and after notice of sale has been given in the manner and for the period required by applicable law, Trustee, without demand on Trustor, shall sell the entire Property at the time and place fixed in such notice of sale, to Beneficiary, subject to the minimum bid requirement, for cash in lawful money of the United States, payable at the time of sale. Such sale shall be subject to all of the terms and conditions of the Covenant Agreement. Trustee may postpone the sale of all or any portion of the Property by public announcement made at the initial time and place of sale, and from time to time thereafter by public announcement made at the time and place of sale fixed by the preceding postponement. Trustee shall deliver to Beneficiary at such sale its deed conveying the Property, but without any covenant or warranty, express or implied. The recital in such deed of any matter of fact shall be conclusive proof of the truthfulness thereof. After deducting all costs, fees, and expenses of Trustee under this Section, including costs of procuring evidence of title and Trustee's and Trustee's attorneys' fees incurred in connection with such sale. Trustee shall deliver all proceeds up to the purchase price to Trustor and any excess to Beneficiary.

- 9. Obligation to Inform Beneficiary of Default. Trustor will notify Beneficiary in writing, at or prior to the time of the occurrence of any Default event described in Section 7 hereof, of such event and will promptly furnish Beneficiary with any and all information concerning such event which Beneficiary may request.
- 10. Remedies Cumulative. Each remedy provided by this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided hereby or by applicable law, and each may be exercised concurrently, independently or successively, in any order whatsoever.
- 11. Trustee. The Trustee shall be deemed to have accepted the terms of this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee shall not be obligated to notify any party hereto of any pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party, unless such sale relates to or reasonably might affect the Property or this Deed of Trust, or unless such action or proceeding has been instituted by Trustee against the Property, Trustor or Beneficiary.

- 12. Reconveyance. Upon written request of Beneficiary reciting that the right to cure or purchase will not be exercised by Beneficiary, surrender of this Deed of Trust to Trustee for cancellation, and payment by Beneficiary of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Property as directed by Beneficiary and Trustor in a joint writing. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof.
- 13. Substitution of Trustee. Beneficiary, at Beneficiary's option, may from time to time, by written instrument approved in writing by Trustor, substitute a successor to Trustee named herein or acting hereunder, which instrument, when executed and acknowledged by Beneficiary and Trustor and recorded in the office of the Recorder of the county in which the Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers and duties of such predecessor Trustee, including without limitation, the power to reconvey the Property. To be effective, such instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page at which, and the county in which, this Deed of Trust is recorded and the name and address of the substitute Trustee and be signed by Trustor. If any notice of default has been recorded hereunder, this power of substitution cannot be exercised until all costs, fees and expenses of the then acting Trustee have been paid. Upon such payment, the then acting Trustee shall endorse receipt thereof upon the instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of other provisions for substitution provided by applicable law.
- 14. No Waiver by Beneficiary. No waiver by Beneficiary of any right or remedy provided by the Covenant Agreement, this Deed of Trust or applicable law shall be effective unless such waiver is in writing and subscribed by Beneficiary. Waiver by Beneficiary of any right or remedy granted to Beneficiary under the Covenant Agreement or any provision thereof, this Deed of Trust or applicable law as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. The assertion by Beneficiary of any right or remedy provided by this Deed of Trust shall not constitute a waiver of Beneficiary's right to require prompt performance of the Secured Obligation and Trustor's obligations under this Deed of Trust.
- 15. Consents and Approvals to be in Writing. Whenever the consent or approval of Beneficiary or Trustor is specified as a condition of any provision of this Deed of Trust, such consent or approval by Beneficiary or Trustor, as applicable, shall not be effective unless such consent or approval is in writing, subscribed by Beneficiary or Trustor, as applicable. Such consent shall not be unreasonably withheld, delayed or conditioned.
- 16. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to

the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered:

- a. upon receipt when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received);
- b. upon receipt when sent by facsimile to the number set forth below (provided, however, that notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section);
- c. upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or
- d. one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

The addresses of the parties to receive notices are as follows:

TO BENEFICIARY:

City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: City Manager, Joe Hoefgen Attention: Director of Community Services

Facsimile: (310) 543-1730

Housing Authority of the City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: Housing Supervisor

TO TRUSTOR:
David Taekwon Ahn
2750 Artesia Boulevard, #116
Redondo Beach, California 90278

TO TRUSTEE:

First American Title 207 Goode Avenue, Suite 410 Glendale, California 91203

Email: ben@benhsutitle.com

- 17. Request for Notice of Default. The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at the address specified herein.
- 18. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of California.
- 19. Severability. If any paragraph, clause or provision of the Covenant Agreement or this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of the Covenant Agreement or this Deed of Trust.
- 20. Relationship. Nothing contained herein or in the Covenant Agreement shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of Trustor and Beneficiary. Trustor and Beneficiary expressly disclaim any intent to create a partnership or joint venture pursuant to this Deed of Trust or the Covenant Agreement.
- 21. Attorney Fees. If any party to this Deed of Trust shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Deed of Trust, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this Section, attorney fees shall include, without limitation, fees incurred in the following:
 - a. post-judgment motions;
 - b. contempt proceedings;
 - c. garnishment, levy, and debtor and third party examinations;
 - d. discovery; and
 - e. bankruptcy litigation.

22. General Provisions.

- a. This Deed of Trust applies to, inures to the benefit of, and binds the respective heirs, legatees, devisees, administrators, executors, successors and assigns of each of the parties hereto.
- b. As used herein, the word "person" shall mean and include natural persons, corporations, partnerships, unincorporated associations, joint ventures and any other form of legal entity.
- c. As used herein, the word "Property" shall mean and include the Property and part thereof.
- d. As used herein and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" shall mean and include this Deed of Trust as a whole, rather than any particular provision hereof.
- e. In exercising any right or remedy, or taking any action provided herein, Beneficiary may act through its employees, agents or independent contractors, as authorized by Beneficiary.
- f. Wherever the context so requires herein, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- g. Captions and paragraph headings used herein are for convenience only, are not a part of this Deed of Trust and shall not be used in construing it.

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

TRUSTOR:

David Taekwon Ahn, a Single Man

David Taekwon Ahn

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
On this 9th day of June, 2022, before me, Johne Cim, Notary Public, personally appeared, David Taekwan Ahn, 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) JOOHEE KIM COMM. # 2247975 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY COMM. EXPIRES JULY 26, 2022

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 116 OF MODULE 2 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY 24, 2008, AS INSTRUMENT NO. 08- 149822, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/48TH FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 2 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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

PARCEL 3

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111



Community Services Department Housing Authority

1922 Artesia Boulevard Redondo Beach, California 90278 www.redondo.org tel: 310 318-0635 fax: 310 798-8463

June 8, 2022

Cindie Kim Sr. Escrow Officer Hana Escrow Company, Inc. 3580 Wilshire Boulevard, Suite 1170 Los Angeles, California 90010

Re: Escrow No. 002719-CK

Dear Ms. Kim:

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

Taesung Yang and Aiko Shiono(the "**Seller**") and David Taekwon Ahn (the "**Buyer**") have entered into that certain California Residential Purchase Agreement and Joint Escrow Instructions dated February 28, 2022 relating to the sale of the residential unit located at 2750 Artesia Blvd., #116, Redondo Beach, California 90278. The "**Unit**" is more particularly described in the legal description attached to this letter as Exhibit A.

The Unit is subject to the covenants, conditions, restrictions, limitations and provisions contained in the Addendum to Grant Deed – Covenants, Restrictions and Option to Purchase [Moderate Income] dated December 10, 2010, and recorded in the Official Records of Los Angeles County on December 13, 2010, as Instrument No. 10-1837588 (the "Existing Covenants Agreement").

The Existing Covenants Agreement places certain income and sale price limits on the Unit to assure that the Unit remains affordable to moderate income senior households. Performance of these obligations are secured by that certain Performance Deed of Trust dated December 10, 2010 and recorded in the land records of Los Angeles County on December 13, 2010 as Instrument No. 10-1837589. The Seller is the trustor, the City is the beneficiary and Lawyers Title Company is the trustee of the Performance Deed of Trust.

The Buyer, the City, and the Authority will execute an Agreement Containing Covenants, Restrictions and Option to Purchase [Moderate Income] (the "2022 Covenants Agreement") for recordation against the Unit. The 2022 Covenants Agreement also requires the Buyer to execute a Performance Deed of Trust (Option to Cure and Purchase Agreement) in favor of the City and the Authority, for recordation against the Unit (the "2022 Performance Deed of Trust").

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

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

I. DOCUMENTS

Enclosed herewith are the following documents that will need to be signed and returned to the City and Authority prior to execution by the City and the Authority.

- 1. One original of the 2022 Covenants Agreement that has been signed by the Buyer.
- 2. One original of the 2022 Performance Deed of Trust that has been signed by the Buyer.

The signed documents are to be returned to the following address:

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

II. CLOSING PROCEDURES

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

- 1. The City and the Authority have deposited into escrow one original 2022 Covenants Agreement executed in recordable form by the Buyer, the City and the Authority.
- 2. The Buyer has deposited into escrow one original 2022Performance Deed of Trust, executed in recordable form by the Buyer, the City and the Authority.
- 3. The City and the Authority have deposited into escrow one original Request for Notice Under Section 2924b Civil Code City, and one Request for Notice Under Section 2924b Civil Code Authority executed in recordable form by the City and the Authority (the "Request for Notice").
- 4. All of the Buyer's and Seller's conditions precedent to closing this transaction have either been satisfied or waived by the party to be benefited and you have received confirmation from the Buyer and the Seller that you are to proceed with this transaction.
- 5. You are committed to complying with all the instructions contained in these escrow instructions.

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

- 1. With respect to any documents that have not been dated (whether or not such documents are to be recorded), fill in the date of recordation. With respect to any other blanks in the documents, fill in the appropriate information (for example, recording information or dates of other documents). If you have any questions regarding how to fill in any blanks, contact the undersigned immediately.
- 2. With respect to any documents that do not have a legal description appended, insert the legal description attached to this letter as Exhibit A.

- 3. Record the following documents (the "Recording Documents") in the Land Records of Los Angeles County, California, in the following order and in no other order:
 - a. The grant deed conveying fee title to the Unit from the Seller to the Buyer.
 - b. The 2022 Covenants Agreement.
 - c. The 2022 Performance Deed of Trust
 - d. The Request for Notice.
- 4. Promptly after recordation, conformed and certified copies of the Recording Documents (showing all recording information) and a copy of these escrow instructions signed by you in the space provided at the conclusion of this letter to indicate your acceptance are to be delivered to:

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

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

Very truly yours,

City of Redondo Beach, a chartered municipal corporation

Housing Authority of the City of Redondo Beach, a public body, corporate and politic

By: _____ William C. Brand Mayor and Chairman

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

Hana Escrow Company, Inc.

Бу. _____

Cindie Kim Sr. Escrow Officer



January 26, 2022

ADVISORS IN: Real Estate Affordable Housing Economic Development

Taesung Yan and Aiko Shiono 2750 Artesia Boulevard #116 Redondo Beach, California 90278

BERKELEY
A. Jerry Keyser
Debbie M. Kern
David Doezema

LOS ANGELES
Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey

Re: Maximum Sales Price Request

Dear Mr. Yan and Ms. Shiono:

SAN DIEGO Paul C. Marra

Tim R. Bretz

The City of Redondo Beach Housing Authority (Housing Authority) has engaged Keyser Marston Associates, Inc. (KMA) to provide consulting services related to the affordable housing units located in the Breakwater Village project. The following letter is a response to your request for an assessment of the maximum allowable sales price for the Moderate-Income unit you own at 2750 Artesia Boulevard #116, Redondo Beach, California 90278.

The conditions imposed on the resale of the residence are presented in the Agreement Containing Covenants, Restrictions and Option to Purchase, which is dated December 10, 2010 and was recorded on December 13, 2010 by the Los Angeles County Recorder as Instrument No. 20101837588. Under the terms and conditions included in Section 7 of the Agreement Containing Covenants, Restrictions and Option to Purchase, the maximum sales price that you may receive for any type of Transfer of your residence ("Resale Price") shall be the lesser of the following:

- The Moderate Income Affordable Purchase Price at the time of Resale; or
- 2. The Increased Base Price plus the "Value of Capital Improvements" that have been approved by the City of Redondo Beach, if any.

The Unit Resale Determination Worksheet follows this letter. Based on the calculations included in the Worksheet, the Resale Price is based on the Increased Base Price. As of today's date, the maximum Resale Price is \$190,349.

The Resale Price provided to you will be valid for three months from the date of this letter. Should the Resale Price expire, a new Maximum Sales Price Request must be submitted. In that case a completed application (and fee payment, if applicable) should be submitted to the Housing Authority.

Sincerely,

Keyser Marston Associates, Inc.

Kethler Hund

Kathleen Head

UNIT RESALE PRICE DETERMINATION WORKSHEET

Owner's Name	Taesung Yang and Aiko Shiono	
Development	Breakwater Village	
Unit Number	116	
Assessor Parcel Number (APN)	4082012111	
Income Level	Moderate	
Number of Bedrooms	1	

The Maximum Resale Price is equal to the Lesser of:

- 1. The Increased Base Price, and the

Increased Base Price	
Current Owner's Purchase Price	\$149,900
Current Owner's Purchase Date (HCD Income 2010)	12/10/10
Area Median Income at Time of Owner's Purchase	\$50,400
Area Median Income at Calculation Date (HCD Income 2021)	\$64,000
Percentage Increase in Area Median Income	26.98%
Increased Base Value	\$190,349
Increase in Value Due to Capital Improvements	\$0
Increased Base Price	\$190,349
Moderate Income Affordable Purchase Price	\$315,600
Maximum Resale Price	\$190,349
Calculation is Valid Through:	4/26/22

for additional information.

Prepared by Keyser Marston Associates, Inc.	Kathleen Head
Date the Calculation is Completed	1/26/22

The Maximum Sales Price is based on the formula included in the Addendum to Grant Deed recorded on the property with the County of Los Angeles. The formula takes into consideration the Area Median Income as determined by the State of California and makes allowances for utilities, HOA dues, taxes, PMI, homeowners insurance, etc. Additionally, calculations are subject to change at any time due to changes in the abovementioned information. Please check with the Housing Authority prior to entering into a purchase and sale agreement.

Prepared by: Keyser Marston Associates, Inc.

File name: ASP Calcs 1 26 22



Administrative Report

G.1., File # 22-4361 Meeting Date: 6/21/2022

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.1., File # 22-4362 Meeting Date: 6/21/2022

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 JUNE 21, 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 JUNE 21, 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: June 16, 2022



Administrative Report

H.1., File # 22-4362 Meeting Date: 6/21/2022

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 JUNE 21, 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 JUNE 21, 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: June 16, 2022



H.2., File # 22-4363 Meeting Date: 6/21/2022

TITLE

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



H.3., File # 22-4108 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS
CHECKS 28231-28269 IN THE AMOUNT OF \$54,366.19, PD. 6/10/22
DIRECT DEPOSIT 249802-250350 IN THE AMOUNT OF \$1,869,558.61, PD. 6/10/22
EFT/ACH \$7,557.23, PD. 5/27/22 (PP2211)

EFT/ACH \$368,221.20, PD. 6/14/22 (PP2211)

ACCOUNTS PAYABLE DEMANDS CHECKS 103831-104084 IN THE AMOUNT OF \$2,308,629.09 REPLACEMENT DEMAND 103830 \$3,175.39

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

06212022_RECOMMENDATION_TO_APPROVE 06212022 VENDOR INVOICE LIST



H.3., File # 22-4108 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PAYROLL DEMANDS

CHECKS 28231-28269 IN THE AMOUNT OF \$54,366.19, PD. 6/10/22 DIRECT DEPOSIT 249802-250350 IN THE AMOUNT OF \$1,869,558.61, PD. 6/10/22 EFT/ACH \$7,557.23, PD. 5/27/22 (PP2211) EFT/ACH \$368,221.20, PD. 6/14/22 (PP2211)

ACCOUNTS PAYABLE DEMANDS CHECKS 103831-104084 IN THE AMOUNT OF \$2,308,629.09 REPLACEMENT DEMAND 103830 \$3,175.39

EXECUTIVE SUMMARY

Approval of Payroll and Accounts Payable

ATTACHMENTS

06212022_RECOMMENDATION_TO_APPROVE 06212022 VENDOR INVOICE LIST

RECOMMENDATION TO APPROVE PAYROLL AND ACCOUNTS PAYABLE COUNCIL MEETING JUNE 21, 2022

a. Payroll Demands

- Checks 28231-28269, \$54,366.19, Pd.6/10/22
- Direct Deposit 249802-250350, \$1,869,558.61, Pd.6/10/22
- EFT/ACH \$7,557.23, Pd. 5/27/22 (PP2211)
- EFT/ACH \$368,221.20, Pd. 6/14/22 (PP2211)

b. Accounts Payable Demands

• Checks 103831-104084, \$2,308,629.09

Replacement Demands

103830 Pacific Architecture and Engineering \$3,175.39 (Replaced ck #99032-Never rec'd)

I hereby approve and authorize for payment the above demands.

Mike Witzansky City Manager



VENDOR INVOICE LIST

INVOICE P.	O. INV DATE	VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYP	E STS	5 INVOICE DESCRIPTION
12675 #1 ALL SAFE 8	SECURE					
05-22	05/31/202	2 10273860 06212022	103831	300.00 06/10/2022 INV	PD	BACKGROUND-LIVESCAN-MAY 2
8892 3V SIGNS & GF	APHICS, LLC.					
13224	06/10/202	2 10273896 06212022	103832	164.25 06/21/2022 INV	PD	05/2022 CONSTRUCTION SITE
10311 49ER COMMUNIC	ATION, INC.					
64464	06/03/202	2 10273662 06212022	103833	1,380.25 06/21/2022 INV	PD	RADIO EQUIP
45 ACCO ENGINEER	ED SYSTEMS INC					
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240080	05/26/202	2 10273663 06212022	103838	1,405.26 06/21/2022 INV 1,455.26		
12739 ALVAREZ, MAR	HA ANGELA			1,433.20		
05272022LC 05272022PA		2 10273555 06212022 2 10273548 06212022	103839 103839			LIBRARY COMMISSION MTG MI PUBLIC ART COMMISSION MEE
06032022 PC	06/06/202	2 10273925 06212022	103839	870.00 06/13/2022 INV		PRESERVATION COMMISSION M
176 AMERICAN TEXT	ILE MAINTENANCE	COMPANY		1,810.00		
20586013 20587877	04/08/202	2 10273468 06212022 2 10273469 06212022	103840 103840	484.16 06/09/2022 INV	PD	inmate linen service inmate linen service
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VENDOR INVOICE LIST

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20606172		05/16/2022 10273488 06212022	103840	733.67 06/09/2022 INV PD inmate linen service
20608183		05/19/2022 10273490 06212022	103840	826.97 06/09/2022 INV PD inmate linen service
20610016 20612054		05/23/2022 10273492 06212022 05/26/2022 10273493 06212022	103840 103840	662.01 06/09/2022 INV PD inmate linen service 552.96 06/09/2022 INV PD inmate linen service
20613936		05/31/2022 10273495 06212022	103840	662.01 06/09/2022 INV PD inmate linen service
20616071		06/02/2022 10273497 06212022	103840	676.40 06/09/2022 INV PD inmate linen service
102				8,865.70
193 ANGEL'S S	SANDBLASI	ING		
E2022-1002		05/25/2022 10273809 06212022	103841	295.00 05/25/2022 INV PD PERMIT REFUND E2022-1022
213 AQUA-FLO				
SI1919533		06/08/2022 10273728 06212022	103842	975.92 06/08/2022 INV PD HAWTHORNE MEDIANS IRRIGAT
SI1919534 SI1919535		06/08/2022 10273727 06212022 06/08/2022 10273729 06212022	103842 103842	95.30 06/08/2022 INV PD ELKS PARKING LOT IRRIGATI 1,482.85 06/08/2022 INV PD EDISON ROW IRRIGATION
SI1919333 SI1929763		06/08/2022 10273729 06212022 06/08/2022 10273726 06212022	103842	1,402.03 00/09/2022 INV PD EDISON NOW IRRIGATION 909.18 06/08/2022 INV PD DOMINGUEZ PARK IRRIGATION
				3,463.25
11606 ARCHITER	RA, INC.			
29692	4517	06/07/2022 10273686 06212022	103843	2,850.00 06/07/2022 INV PD On-CallTasks.LandscapeArc
29693	4517	06/07/2022 10273687 06212022	103843	35.10 06/07/2022 INV PD On-CallTasks.LandscapeArc
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12331877	5164	06/10/2022 10273893 06212022	103844	4,960.87 06/10/2022 INV PD MAY 2022
12361700	5353	06/10/2022 10273892 06212022	103844	329,157.06 06/10/2022 INV PD JUNE 2022
10701 AXON ENTE	DDDTCE 1	INC		334,117.93
10701 AXON ENTE	KPRISE, I	INC.		
INUS071238	4960	05/01/2022 10273535 06212022	103845	81,040.11 06/13/2022 INV PD Body Worn Cameras Program
282 B.D. WHIT	E TOP SO	IL CO., INC.		
86894		06/09/2022 10273762 06212022	103846	327.44 06/09/2022 INV PD WALK ON BARK WILDERNESS P
86927		06/09/2022 10273763 06212022	103846	436.59 06/09/2022 INV PD WALK ON BARK-WILDERNESS P
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2036680062		06/03/2022 10273818 06212022	103847	404.18 06/10/2022 INV PD BOOKS
2036712459 2036721578		05/13/2022 10273602 06212022 05/16/2022 10273597 06212022	103847 103847	1,423.49 06/07/2022 INV PD BOOKS 542.34 06/07/2022 INV PD BOOKS
2036729107		05/20/2022 10273701 06212022	103847	4,049.81 06/08/2022 INV PD BOOKS
2036733548		05/19/2022 10273594 06212022	103847	588.99 06/07/2022 INV PD BOOKS
2036743452 2036748180		05/20/2022 10273704 06212022 05/11/2022 10273613 06212022	103847 103847	87.98 06/08/2022 INV PD BOOKS 53.69 06/07/2022 INV PD BOOKS
2036750884		05/24/2022 10273813 06212022	103847	746.18 06/10/2022 INV PD BOOKS
2036754135		05/13/2022 10273603 06212022	103847	13.25 06/07/2022 INV PD BOOKS
2036764314		05/18/2022 10273595 06212022	103847	64.88 06/07/2022 INV PD BOOKS



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN CHECK #	INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION
2036767881	05/19/2022 10273588 06212022 103847	7 11.94 06/07/2022 INV PD BOOKS
2036768292 2036768341	05/23/2022 10273699 06212022 103847 05/23/2022 10273700 06212022 103847	
2036776765	05/24/2022 10273838 06212022 103847	7 11.72 06/10/2022 INV PD BOOKS
2036781494 2036781811	05/25/2022 10273833 06212022 103847 05/25/2022 10273835 06212022 103847	
2036789652 2036796184	06/03/2022 10273816 06212022 103847 06/01/2022 10273829 06212022 103847	7 107.58 06/10/2022 INV PD BOOKS
5017743781	05/11/2022 10273610 06212022 103847	7 187.05 06/07/2022 INV PD BOOKS
5017771063 н61327580	05/25/2022 10273834 06212022 10384 05/10/2022 10273615 06212022 10384	7 52.19 06/10/2022 INV PD BOOKS
H61333210	05/10/2022 10273614 06212022 103847	7 16.41 06/07/2022 INV PD AUDIOVISUAL MATERIAL
н61383010 н61394350	05/12/2022 10273608 06212022 103847 05/13/2022 10273605 06212022 103847	7 197.71 06/07/2022 INV PD AUDIOVISUAL MATERIAL
н61410920	05/16/2022 10273599 06212022 103847	7 49.23 06/07/2022 INV PD AUDIOVISUAL MATERIAL
H61432150 H61453600	05/17/2022 10273596 06212022 10384 05/19/2022 10273592 06212022 10384	7 36.10 06/07/2022 INV PD AUDIOVISUAL MATERIAL 7 49.22 06/07/2022 INV PD AUDIOVISUAL MATERIAL
н61480320	05/23/2022 10273698 06212022 103847	7 28.70 06/08/2022 INV PD AUDIOVISUAL MATERIAL
н61519290 н61557820	05/27/2022 10273832 06212022 103847 06/01/2022 10273825 06212022 103847	
н61570190	06/01/2022 10273822 06212022 103847	7 22.15 06/10/2022 INV PD AUDIOVISUAL MATERIAL
н61581750	06/03/2022 10273820 06212022 103847	7 66.48 06/10/2022 INV PD AUDIOVISUAL MATERIAL 9,810.68
13069 BANUELOS, WAKAKO		9,010.00
BANUELOS2022	06/10/2022 10273872 06212022 103848	375.00 06/10/2022 INV PD REFUND BANUELOS2022 1SUM0
13077 BARREIRO, MARCEL	0	
060820221995	06/08/2022 10273962 06212022 103849	9 14,586.00 06/13/2022 INV PD GRANT PAYMENT FOR COMPLET
318 BARTEL ASSOCIATE	S LLC	
22-347 5611	05/27/2022 10274084 06212022 103850	0 15,523.00 06/14/2022 INV PD ACTUARIAL SERVICES
6328 BAYSIDE MEDICAL	CENTER	
00138356	04/05/2022 10273508 06212022 103853	
00139842	05/05/2022 10273506 06212022 103853	1 555.00 06/09/2022 INV PD inmate ok to book 1,665.00
13059 BEHRENDT, EVELYN		1,003.00
BEHRENDT2022	06/01/2022 10273377 06212022 103852	2 230.00 06/01/2022 INV PD REFUND BEHRENDT2022 1SUM0
5216 BIOMETRICS 4 ALL	, INC.	
MAINTREDON0008	06/01/2022 10273510 06212022 10385	3 657.96 06/09/2022 INV PD public livescan machine
12925 BKF ENGINEERS		
22041107 5557	06/07/2022 10273598 06212022 103854	4 24,398.50 06/07/2022 INV PD KINGSDALE AVE RESURFACING
11059 BLACKSTONE PUBLI	SHING	

Report generated: 06/15/2022 18:18 User: ngarcia Program ID: apinvlst



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	I CHECK #	INVOICE NET DUE DATE TYPE	STS	S INVOICE DESCRIPTION
2043663 2044715 2045618	05/17/2022 10273708 06212022 05/20/2022 10273707 06212022 05/27/2022 10273706 06212022	103855 103855 103855	665.00 06/08/2022 INV	PD	AUDIOVISUAL MATERIAL AUDIOVISUAL MATERIAL AUDIOVISUAL MATERIAL
3121 BLUE DIAMOND			770.00		
2691859 2705424 2717539	06/09/2022 10273780 06212022 06/02/2022 10273421 06212022 06/09/2022 10273782 06212022	103856 103856 103856	472.51 06/02/2022 INV	PD	SHEET ASPHALT & EMULSION SHEET ASPHALT EMULSION BUCKETS, SHEET A
13043 BORMAN, MAC					
E2022-1055	05/25/2022 10273442 06212022	103857	295.00 05/25/2022 INV	PD	PERMIT REFUND. E2022-1055
12131 BPS TACTICAL					
22023932	06/06/2022 10273475 06212022	103858	54.28 06/06/2022 INV	PD	replacement side flap
4763 BRENNTAG PACIFIC	INC				
BPI242752 5295 BPI242960 5295	06/09/2022 10273757 06212022 06/09/2022 10273756 06212022	103859 103859			PURCHASE CHEMICALS FOR SE PURCHASE CHEMICALS FOR SE
13050 BROOKS, VY			3,030.37		
BROOKS2022	06/01/2022 10273376 06212022	103860	149.00 06/01/2022 INV	PD	REFUND BROOKS2022 1SUM030
13074 BRUGNATELLI, NAOM	Ι				
BRUGNATELLI2022	06/10/2022 10273854 06212022	103861	1,110.00 06/10/2022 INV	PD	REFUND BRUGNATELLI2022 1S
13052 BUCKLEY, LISA					
BUCKLEY2022	06/01/2022 10273374 06212022	103862	460.00 06/01/2022 INV	PD	REFUND BUCKLEY2022 1SUM03
4075 CALIFA GROUP					
5641	06/06/2022 10273839 06212022	103863	2.79 06/10/2022 INV	PD	CENIC BROADBAND
577 CALIFORNIA WATER	SERVICE				
125637138-5-9 2211933964-5-9 2754759120-5-4 6679269167-5-11 9968051525-5-18	05/26/2022 10273346 06212022 05/26/2022 10273331 06212022 05/26/2022 10273337 06212022 05/26/2022 10273338 06212022 05/26/2022 10273345 06212022	103864 103864 103864 103864 103864	1,412.36 05/26/2022 INV 10,609.46 05/26/2022 INV 6,673.84 05/26/2022 INV 4,291.90 05/26/2022 INV 2,666.35 05/26/2022 INV	PD PD PD	HARBOR DRIVE MBB ARTESIA GRANT YACHT CLUB WAY INTERNTL
594 CANON FINANCIAL S	ERVICES, INC.		25,653.91		
28564432	05/23/2022 10273101 06212022	103865	1,202.88 05/23/2022 INV	DD	CODTED MATNITENANCE



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DUE DAT	TYPE	STS	INVOICE DESCRIPTION
8810 CANON	SOLUTIONS A	MERICA, INC.							
6000646318 6000746215 6000746216 6000746217 6000746218 6000746219 6000746220		05/23/2022 06/07/2022 06/07/2022 06/07/2022 06/07/2022 06/07/2022 06/07/2022	10273631 10273632 10273634 10273637 10273638	06212022 06212022 06212022 06212022 06212022	103866 103866 103866 103866 103866 103866	272.74 06/07/20 25.58 06/07/20 20.94 06/07/20 93.48 06/07/20 135.33 06/07/20)22 INV)22 INV)22 INV)22 INV)22 INV	PD PD PD PD PD	COPIER MAINTENANCE RECREA COPIER MAINTENANCE
13075 CARROL	L, ERIN	06 (40 (2022	40272054	06242022	402057	455 00 00 (40 (2)			
CARROLL2022		06/10/2022	102/3851	06212022	103867	155.00 06/10/20)22 INV	PD	REFUND CARROLL2022 1YPG11
	F TORRANCE								
0002-00000-15775 0002-00000-15794 0002-00000-52123	-526	05/26/2022 05/26/2022 05/26/2022	10273329	06212022	103868 103868 103868	57.36 05/26/20 22.50 05/26/20)22 INV	PD	SVC 2-22 THRU 4-25-22 SVC 2-22 THRU 4-25-22 SVC 2-22 THRU 4-25-22
12658 CITYWO	ORKS DESIGN					137.22			
35-052022	5306	06/07/2022	10273570	06212022	103869	2,005.25 06/21/20)22 INV	PD	05/2022 RESIDENTIAL DESIG
12873 CJ CON	ICRETE CONSTI	RUCTION INC							
6322 6324	5544 5544	06/07/2022 06/13/2022			103870 103870	32,663.88 06/07/20 15,347.25 06/13/20 48,011.13)22 INV)22 INV	PD PD	CITYWIDE CURB RAMP IMPROV CITYWIDE CURB RAMP IMPROV
725 CLEAN	ENERGY					40,011.15			
CE12490826 CE12498807	5371 5371	06/07/2022 06/06/2022			103871 103871				FY 2022 LAX & TORRANCE CN FY 2022 LAX & TORRANCE CN
729 CLEARY	, DIANE					39,304.33			
02152022 CC		06/06/2022	10273919	06212022	103872	647.50 06/13/20)22 INV	PD	COUCIL MINUTES FOR 021520
11907 COBRA-	ADVANTAGE A	DMINISTRATORS							
141876		04/30/2022	10273862	06212022	103873	396.50 06/10/20)22 INV	PD	BENEFITS-PARTICIPANT FEES
4810 COHEN,	TODD								
SPRING2022		06/09/2022	10273789	06212022	103874	3,969.00 06/09/20)22 INV	PD	SPRING2022 4TEN1106 07 11
12261 COMMER	CIAL BUILDI	NG MANAGEMENT	SERVICES						
68722		06/09/2022	10273759	06212022	103875	525.00 06/09/20)22 INV	PD	FEBRUARY- CLOSE GATES AT



INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DU	UE DATE TYP	PE STS	S INVOICE DESCRIPTION
8889 COMMLINE 0357862-IN	•	06 /14 /2022	10272000	06212022	102076	F F00 00 00	C/14/2022 TNN	/ DD	Francous Communications
0357867-IN	5601 5601	06/14/2022 06/14/2022	10273997	06212022	103876 103876	5,500.00 06	6/14/2022 INV	/ PD	Emergency Communications Emergency Communications
0360243-IN 0364026-IN	5601	06/14/2022 06/06/2022	10274000	06212022	103876 103876	476.27 06	6/14/2022 INV 6/06/2022 INV	/ PD / PD	Emergency Communications BELT LOOPS AND CLIPS FOR
11863 COMMUNIC	ATION STRA	TEGIES				16,976.27			
2900	4881	06/07/2022			103877 103877				LOCAL AREA NETWORK AND WI
2901	5269	06/07/2022	102/3645	06212022	1038//	2,975.00	6/U7/2U22 INV	/ PD	Unified Communications Sy
784 COMPLETE	S PLUS								
01BU4781 01BU8837		05/25/2022 05/25/2022	10273176	06212022	103878 103878	192.17 05	5/25/2022 INV	/ PD	UNIT 603 BRAKE PADS GARAGE STOCK-HEATER HOSE
01BV0682 01BV2744		05/25/2022 06/02/2022	10273173 10273434	06212022 06212022	103878 103878	193.26 05 101.31 06	5/25/2022 INV 6/02/2022 INV	/ PD / PD	UNIT 341 W.O BRAKE PADS WO254 BRAKE PADS
01BV6701 01BV7520		06/02/2022 06/07/2022	10273441	06212022	103878 103878	82.56 06	6/02/2022 INV 6/07/2022 INV	/ PD	WO211 BRAKE PADS
01BV7551 01BV7680		06/02/2022 06/07/2022	10273440	06212022	103878 103878	58.68 06	6/02/2022 INV 6/07/2022 INV	/ PD	WO614 BRAKE PADS
01BV7728 01BV8310		06/07/2022 06/07/2022	10273656	06212022	103878 103878	44.06 06	6/07/2022 INV	/ PD	
			10273000	00212022	103676	935.45	0/07/2022 INV	י אי	WOUJI BRAKE PADS
13067 CONRIQUE	, HUMBERTO								
PDF-CONR-06212022		02/24/2022		06212022	103879	150.00 06	6/10/2022 INV	/ PD	PDF-TEAM-CONRIQUE
3648 COUNTY O	F L.A. DEF								
22050906708		06/09/2022	10273813	06212022	103880	5,737.06 06	6/09/2022 INV	/ PD	SHARE OF TRAFFIC SIGNAL M
869 CRANE VE	YOR CORPOR	RATION							
63927	5462	06/09/2022	10273758	06212022	103881	17,522.19 00	6/09/2022 INV	/ PD	ALUMINUM RALING AT VETERA
8372 CULLIGAN	OF SANTA	ANA							
1250423 1254275		06/13/2022 06/13/2022			103882 103882	82.48 06	6/13/2022 INV	/ PD	CH DRINKING WATER 3/1-3/3 PD PIER SUBSTATION DRINKI
1254310 1262221		06/13/2022 06/13/2022	10273912	06212022	103882 103882	82.48 06	6/13/2022 INV 6/13/2022 INV	/ PD	CH DRINKING WATER 4/1-4/3
1262223		05/31/2022	10273769	06212022	103883	31.58 06	6/13/2022 INV	/ PD	ST3 WATER COOLER
1262256 1262276		06/13/2022 05/31/2022	10273511	06212022	103882 103883	60.79 06	6/13/2022 INV	/ PD	CH DRINKING WATER 6/1-6/3 Culligan Invoice 1262276
1262534		05/31/2022	10273516	06212022	103883	40.47 06	6/13/2022 INV	/ PD	Culligan Invoice 1262534
3554 CUMMINS-	ALLISON CO	RPORATION							
1416854		04/28/2022	10272885	06212022	103884	2,084.92 05	5/23/2022 INV	/ PD	MAINTENANCE CONTRACT



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK R	UN CHECK #	INVOICE NET DUE DATE	TYPE STS	S INVOICE DESCRIPTION
8043 D & R OFFICE WORKS	S INC				
0123937-IN 0124220-IN 0124221-IN	04/19/2022 10273793 0621202 05/18/2022 10273563 0621202 05/18/2022 10273792 0621202	2 103885	1,724.63 06/07/2022 959.22 06/13/2022	INV PD	USED OFFICE FURNITURE 6 CHAIRS REPLACEMENT OFFICE FURNIT
8839 DANCE 1 STUDIO			3,897.11		
SPRING20222	06/09/2022 10273786 0621202	2 103886	938.00 06/09/2022	INV PD	SPRING20222 4YPG0502 03 0
919 DANIELS TIRE SERVI	ICE				
200443000 200443671 200443725	05/25/2022 10273178 0621202 05/25/2022 10273179 0621202 05/25/2022 10273180 0621202	2 103887		INV PD	UNIT 640 W.O TIRES STOCK-TRACTOR TIRES UNIT 326 W.O.
11696 DELAP, ANDREA			,		
MILEAGE-05-22	06/08/2022 10273712 0621202	2 103888	87.15 06/08/2022	INV PD	MILEAGE-PARKING REIMBURSE
956 DELTA DENTAL					
ве004991571	06/01/2022 10273852 0621202	2 103889	31,841.72 06/10/2022	INV PD	BENEFITS-DENTAL PPO-ACTIV
9132 DELTA DENTAL INSUR	RANCE COMPANY				
BE004990765 BE004990789	06/01/2022 10273874 0621202 06/01/2022 10273871 0621202		1,611.10 06/10/2022 143.51 06/10/2022 1,754.61	INV PD INV PD	BENEFITS-DENTAL HMO-ACTIV BENEFITS-DENTAL HMO-RETIR
960 DEMCO, INC.			1,734.01		
7129326 7136063	05/17/2022 10273616 0621202 05/27/2022 10273710 0621202				AUDIOVISUAL SUPPLIES PROCESSING SUPPLIES
11884 DIAMOND ENVIRONMEN	NTAL SERVICES LP		030.29		
0003956485 3985399	06/09/2022 10273826 0621202 06/10/2022 10273817 0621202		144.06 06/09/2022 715.10 06/13/2022 859.16	INV PD INV PD	SANI UNI PORTOFINO WAY 5/ PALLET SHELTER POWER POLE
12947 DOING, REGGIE WARR	REN		833.10		
SDBRENTHALL2022	06/10/2022 10273843 0621202	2 103894	4,100.00 06/10/2022	INV PD	security deposit assistan
10902 DOS SANTOS, PEDRO					
PDF-DOS SANTOS-0622	06/07/2022 10273876 0621202	2 103895	2,000.00 06/10/2022	INV PD	PDF-POA-DOS SANTOS
10748 DOUG & SONS PEST C	CONTROL				

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE VOUCHER CHECK RU	N CHECK #	INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION
24146 24187		05/24/2022 10273152 06212022 05/24/2022 10273155 06212022	103896 103896	165.00 05/24/2022 INV PD MONTHLY BAIT STATIONS - M 45.00 05/24/2022 INV PD MONTHLY BAIT STATIONS - F
24490		06/02/2022 10273133 00212022	103896	595.00 06/02/2022 INV PD FIRE STATION 1 PEST CONTR
5852 DUMKE,	, ANNE			805.00
05112022		05/11/2022 10273175 06212022	103897	150.00 06/21/2022 INV PD MAY ADMINISTRATIVE HEARIN
06082022		06/08/2022 10273746 06212022	103897	150.00 06/21/2022 INV PD ADMINISTRATIVE HEARINGS 300.00
1055 EASY F	READER		'	
RD22-020 RD22-021	5350 5350	06/06/2022 10273923 06212022 06/06/2022 10273921 06212022	103898 103898	78.75 06/13/2022 INV PD LEGAL PUBLICATIONS 225.00 06/13/2022 INV PD LEGAL PUBLICATIONS
RD22-023	5350	06/06/2022 10273922 06212022	103898	73.13 06/13/2022 INV PD LEGAL PUBLICATIONS
12494 ELECNO	OR BELCO ELEC	TRIC, INC.		376.88
14-0548-004		06/07/2022 10273604 06212022	103899	7,817.83 06/07/2022 INV PD 190TH ST HARBOR ENTRY SIG
1085 ELLIS	ENVIRONMENTA	AL MANAGEMENT, INC.		
22-157		06/07/2022 10273571 06212022	103900	954.00 06/07/2022 INV PD PIER RESTROOM 1-3AIR SAMP
9690 EVERBE	RIDGE, INC.			
м69261	5597	05/31/2022 10273359 06212022	103901	28,064.57 05/31/2022 INV PD Maintenance Agreement for
9304 EXTREM	ME SAFETY, IN	IC.		
3000436		06/09/2022 10273836 06212022	103902	283.55 06/09/2022 INV PD LEATHER GLOVES-PIER
11556 FAILS	AFE TESTING L	LC		
12240		06/07/2022 10273664 06212022	103903	2,407.30 06/21/2022 INV PD LADDER TESTING
12251		06/09/2022 10273933 06212022	103903	2,200.00 06/21/2022 INV PD T61 ANNUAL INSPECTION 4,607.30
8982 FAME 0	CIVIL ENGINEE	ERS		1,007130
E2021-604 E2022-962		05/25/2022 10273158 06212022 05/25/2022 10273159 06212022	103904 103904	1,305.00 05/25/2022 INV PD PERMIT REFUND E2021-604 2 1,000.00 05/25/2022 INV PD PERMIT REFUND E2022-962 2
		, ,	103304	2,305.00
	AL EXPRESS CO			
7-763-01285 7-769-74589		04/27/2022 10273167 06212022 06/10/2022 10273814 06212022	103905 103905	34.01 05/23/2022 INV PD SHIPPING FEES 7.54 06/13/2022 INV PD 5/22 Shipping Charges
13065 FERNAN	NDEZ-DAVILA D	NIII ANTO ANA		41.55
PDF-DAVILA-06212		06/09/2022 10273875 06212022	103906	1.884.00 06/10/2022 INV PD PDF-POA-DAVILA
DI-DAVILA-00212	2022	00/03/2022 102/30/3 00212022	T03300	1,007.00 00/10/2022 INV FD FDF-FOA-DAVILA



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER	CHECK RUN CHECK #	INVOICE NET DUE DATE T	YPE STS	S INVOICE DESCRIPTION
12981 FIRE SMART PROMOTI	ONS				
112505	06/06/2022 10273934	06212022 103907	755.56 06/21/2022 I	NV PD	FIRE PREV SUPPLIES
13037 FIRST BAPTIST CHUR	CH OF REDONDO BEACH				
E2022-1018	05/25/2022 10273160	06212022 103908	861.00 05/25/2022 I	NV PD	REFUND PERMIT E2022-1018
1222 FLORES, REGINA					
PDF-FLORES-06212022	05/30/2022 10273877	06212022 103909	1,500.00 06/10/2022 I	NV PD	PDF-RBCEA-FLOES
10479 FLYING LION, INC.					
1333 5575	05/24/2022 10273520	06212022 103910	2,757.68 06/13/2022 I	NV PD	Flying Lion Contract
10191 FRONTIER					
05132022-0796 05132022-3093	05/23/2022 10273096 (05/23/2022 10273097 (06212022 103911 06212022 103911	29,176.83 05/23/2022 I 94.68 05/23/2022 I		MONTHLY PHONE CHARGES MONTHLY TELEPHONE CHARGES
05282022-0311 05282022-2298	06/07/2022 10273626 06/07/2022 10273627	06212022 103911	61.27 06/07/2022 I	NV PD	MONTHLY PHONE CHARGES MONTHLY PHONE CHARGES
06012022-0910	06/07/2022 10273628	06212022 103911	118.95 06/07/2022 I 29,607.40		
3202 GALE			23,007.40		
77736469 77778722	05/12/2022 10273635 (05/19/2022 10273633 (76.38 06/07/2022 I 72.24 06/07/2022 I		
77817898 77818390	05/25/2022 10273623 (05/25/2022 10273625 (06212022 103912	27.91 06/07/2022 I 122.33 06/07/2022 I	NV PD	BOOKS
77818689 77836264	05/25/2022 10273629 05/27/2022 10273840	06212022 103912	91.13 06/07/2022 I 55.82 06/10/2022 I	NV PD	BOOKS
77836483 77837208	05/27/2022 10273711 (05/27/2022 10273713 (06212022 103912	54.18 06/08/2022 I 31.20 06/08/2022 I	NV PD	BOOKS
		103312	531.19		50013
1289 GALLS INCORPORATED		06212022 102012	24 00 05 (05 (2022 =		
BC1594990 BC1608272	06/06/2022 10273486 (06/06/2022 10273483 (06212022 103913		NV PD	HANDCUFFS AND NAMEPLATES
BC1608383 BC1628642	06/06/2022 10273484 (05/31/2022 10273665 (06212022 103913	25.71 06/06/2022 I 544.30 06/21/2022 I	NV PD	NAMEPLATES FF/PM UNIFORMS
BC1632059	06/03/2022 10273666	06212022 103913	30.82 06/21/2022 I 859.66	.NV PD	FF/PM UNIFORM REPAIRS
1300 GAS COMPANY, THE					
0696444333-4-1 16503508778-0522	06/07/2022 10273575 (06/13/2022 10273927 (06212022 103914 06212022 103914	3,491.69 06/07/2022 I 18,187.16 06/13/2022 I	NV PD	1935 MBB
9598 GENERAL INDUSTRIAL	TOOL AND SUPPLY		21,678.85		



INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE ST	S INVOICE DESCRIPTION
1187905-03 1190188-06	06/07/2022 10273601 06212022 06/07/2022 10273606 06212022	103915 103915	139.68 06/07/2022 INV PD 66.18 06/07/2022 INV PD	SEWERS SAFETY SUPPLIES PIER SAFETY SUPPLIES
1190803-01	06/09/2022 10273797 06212022	103915	147.33 06/09/2022 TNV PD	PARKS DTVTSTON GLOVES
1190803-02 1191521-02	06/07/2022 10273649 06212022 06/07/2022 10273600 06212022	103915 103915	49.11 06/07/2022 INV PD 235.60 06/07/2022 INV PD	SEWERS SAFETY SUPPLIES
1191910-01 1191910-02	06/07/2022 10273607 06212022 06/07/2022 10273611 06212022	103915 103915	1,084.05 06/07/2022 INV PD 13.12 06/07/2022 INV PD	PIER SAFETY SUPPLIES PIER SAFETY SUPPLIES
1191910-03	06/08/2022 10273720 06212022	103915	78.71 U6/U8/2U22 INV PD	SAFETY VESTS-PIER
1191910.03 1192102-01	06/07/2022 10273609 06212022 06/09/2022 10273798 06212022	103915 103915	78.71 06/07/2022 INV PD 271.60 06/09/2022 INV PD	SAFETY VESTS-PARKS
1192545-01	06/02/2022 10273437 06212022	103915	881.48 06/02/2022 INV PD 3.045.57	WOO13-19 TRUCK BOX
7023 GEOSYNTEC			3,043.37	
471664 5135	06/07/2022 10273577 06212022	103916	930.00 06/07/2022 INV PD	EWMP&StormwaterFeasibilit
13076 GILMOUR, KELCI				
GILMOUR2022	06/10/2022 10273849 06212022	103917	155.00 06/10/2022 INV PD	REFUND GILMOUR2022 1YPG11
11519 GLENN, DARYN				
PDF-GLENN-06212022	05/02/2022 10273878 06212022	103918	2,000.00 06/10/2022 INV PD	PDF-POA-GLENN
3706 GOLDEN STATE WATE	R			
48470300004-5-12 54719000009-5-5	05/25/2022 10273207 06212022 05/25/2022 10273204 06212022	103919 103919	561.02 05/25/2022 INV PD	WATER SVC 4-5 THRU 5-11-2 WATER SVC 4-4 THRU 5-3-22
	03, 23, 2022 202, 320 . 00222022	100010	678.86	W. 12. 316 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1372 GRAINGER				
9306480196	06/09/2022 10273800 06212022	103920	961.21 06/09/2022 INV PD	MANUAL RATCHET PIPE THREA
13060 GRALIK, DEBRA				
WARRANT REQUEST	06/02/2022 10273417 06212022	103921	23.50 06/21/2022 INV PD	REFUND
9412 GREENSTREET AUTO	SPA			
202204	06/09/2022 10273761 06212022	103922	777.90 06/09/2022 INV PD	CITY VEHICLE CAR WASHES M
1416 HAAKER EQUIPMENT	COMPANY			
w71962	06/08/2022 10273748 06212022	103923	465.98 06/08/2022 INV PD	SW800 PIER SWEEPER REPAIR
1428 HARBOR & PIER ASS	N			
3360	06/01/2022 10273690 06212022	103924	1,780.43 06/13/2022 INV PD	KHA DUES - JUNE, 2022
13072 HARBUCK, SARAH				
HARBUCK2022	06/10/2022 10273861 06212022	103925	410.00 06/10/2022 INV PD	REFUND HARBUCK2022 1SUM03



INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE S	TS	INVOICE DESCRIPTION	
12296 HERO-INDU	JSTRIES, 1								_	
12913		06/06/2022	10273489	06212022	103926	715.00 06/06/2022	INV P	D	2 INCH LAPEL PIN	
8637 HI-WAY SA	AFETY, INC	C.								
129552	5585	05/12/2022	10273465	06212022	103927	31,148.37 06/13/2022	INV P	D	Traffic safety sign board	
6288 HINDERLI	TER, DE LL	_AMAS & ASSOC	CIATES							
SIN018044		06/03/2022	10273572	06212022	103928	2,184.68 06/07/2022	INV P	D	CONTRACT SERVICES - SALES	
7831 HIRSCH &	ASSOCIATE	ES INC								
2126 PB4		06/07/2022	10273568	06212022	103929	600.00 06/07/2022	INV P	D	RB PICKLE BALL STUDY	
1505 HOLLYWOOD	1505 HOLLYWOOD RIVIERA CAR WASH									
HWRCW-02-03-22		06/08/2022	10273709	06212022	103930	156.90 06/08/2022	INV P	D	CAR WASHES FEB-MARCH '22 CAR WASHES-APRIL '22	
HWRCW-04-22		06/08/2022	102/3/05	06212022	103930	312.80	INV PI	טי	CAR WASHES-APRIL 22	
1518 HOUSING F	RIGHTS CEN	NTER								
112021		06/07/2022	10273562	06212022	103931	1,499.55 06/07/2022	INV P	D	HOUSING RIGHTS CTR - NOVE	
13053 HUANG, AI	LICE									
HUANG2022		06/01/2022	10273373	06212022	103932	1,780.00 06/01/2022	INV P	D	REFUND HUANG2022 2KIDS 1S	
12059 IDS GROUP	P, INC.									
19X016.02-5	4898	06/07/2022	10273736	06212022	103933	1,158.00 06/07/2022	INV P	D	On-Call.HVACPropAssess.Rp	
12157 ILAND IN	TERNET SOL	LUTIONS CORPO	RATION							
INV-073980		06/07/2022	10273646	06212022	103934	159.30 06/07/2022	INV P	D	SECURE CLOUD BACKUP	
1547 IMAGERY N	VIDEO PROD	DUCTIONS								
1961	5407 5407	06/06/2022 06/06/2022			103935 103935	3,130.00 06/13/2022	INV PI	D	VIDEO SERVICES FOR MEETIN VIDEO SERVICES FOR MEETIN	
1967		, ,	102/3928	00212022	103333	6,340.00	TINA SI	עי	AIDED SEKATCES FOR WEELIN	
8090 INTEGRATE	ED MEDIA S									
46604		06/07/2022	10273643	06212022	103936	333.00 06/07/2022	INV P	D	PROGRAM MODIFICATIONS	
1619 INTERSTAT	TE BATTER	IES OF CALIF	COAST, INC	С						
130103593		06/02/2022	10273425	06212022	103937	1,282.08 06/02/2022	INV P	D	STOCK CAR BATTERIES	
7956 IPS GROUP	P, INC.									
INV72285	5381	05/31/2022	10273366	06212022	103938	6,435.04 06/21/2022	INV P	D	IPS Parking Monthly Trans	



INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE	STS	INVOICE DESCRIPTION
INV72647		05/31/2022			103938	236.08 06/21/2022 INV		OUT OF WARRANTY REPAIR SE
3585 JONES,	NANCY					6,671.12		
MAY2022		06/09/2022	10273790	06212022	103939	2,044.00 06/09/2022 INV	PD	MAY2022 FARMERMARKETMANAG
13068 KAGAN,	ELISSA							
KAGAN2022		06/10/2022	10273873	06212022	103940	460.00 06/10/2022 INV	PD	REFUND KAGAN2022 1SUM0306
10573 KASHI (ORGANIZATION	, INC.						
E2021-568		05/25/2022			103941	722.00 05/25/2022 INV	PD	PERMIT REFUND E2021-568 1
E2021-569		05/25/2022	102/315/	06212022	103941	2,305.00 05/25/2022 INV	PD	PERMIT REFUND E2021-569 1
1742 KEYSER	MARSTON ASS	OCIATES INC						
0036846	5219	06/13/2022	10273901	06212022	103942	3,527.00 06/13/2022 INV	PD	AFFORDABLE HOUSING CONSUL
1747 KING F	ENCE INC							
44886 44945	5615	06/15/2022 06/08/2022			103943 103943			CHAIN LINK FENCE FOR DOMI FENCE RENTAL DOMINGUEZ PA
12546 KINGDO	A CAUSES	, ,				14,467.82		
2022-020052	1 CAUSES	06/10/2022	10273827	06212022	103944	8 608 14 06/13/2022 TNV	DD	2/22 RB Outreach & Engage
2022-020032 2022-030052 2022-040052		06/10/2022 06/10/2022 06/10/2022	10273830	06212022	103944 103944 103944	9,338.70 06/13/2022 INV	PD	3/22 RB Outreach & Engage 4/22 RB Outreach & Engage
		06/10/2022	10273631	06212022	103944	27,667.58	PD	4/22 KB Outreach & Engage
1718 KOA CO								
JC01157-10 JC16159-3	4455 5562	06/07/2022 06/07/2022			103945 103945	2,394.63 06/07/2022 INV 9,270.00 06/07/2022 INV	PD PD	Traffic Engineering Desig CITYWIDE CURB RAMP IMPROV
5855 KOSMON	Γ COMPANIES					11,664.63		
8012-138		04/30/2022	10274083	06212022	103946	2.141.10 06/14/2022 TNV	PD	JOURNAL ENTRIES RELATED T
12698 KRITZL	FR. NANCY	, , - 022				=,=:=: -:, =:, =:, = : .		
KRITZLER2022	, 10/11/01	06/10/2022	10273859	06212022	103947	146.00 06/10/2022 TNV	PD	REFUND KRITZLER2022 1TEN1
	INCORPORATE		202, 3033	JULILULL	103317	1.0.00 00, 10, 2022 111		NE. S.IS MITTELLINEVEL TILMI
11915825	INCONFUNATE	05/23/2022	10272402	06212022	103948	1 460 55 06/21/2022 TANK	DD	04/23-05/22/22 WF TELESTA
11916557		05/25/2022			103948	18.63 06/21/2022 INV	PD	04/22 IVR SERVICE
1807 L.N. C	JRTIS & SONS	, INC.				1,479.18		



INVOICE P	.O. INV DATE	VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE S	STS	INVOICE DESCRIPTION
INV596570	05/16/2022	10273676 06212022	103949	585.27 06/21/2022	INV F	PD	PPE/UNIFORM
13056 LA ROSA, LAU	RA						
LAROSA2022	06/01/2022	10273370 06212022	103950	290.00 06/01/2022	INV F	PD	REFUND LAROSA2022 1SUM032
10899 LA UNIFORMS							
12397	06/06/2022	10273491 06212022	103951	251.85 06/06/2022	INV F	PD	UNIFORMS WOLFINGER
12975 LAW OFFICE O	F TODD SIMONSON PC						
142	06/10/2022	10273810 06212022	103952	4,527.50 06/13/2022	INV F	PD	5/22 C. Warren Complaint
13061 LE, KIM-DANH							
E2022-974	05/25/2022	10273444 06212022	103953	1,722.00 05/25/2022	INV F	PD	PERMIT REFUND E2022-974.
9073 LESLIE SCOTT	CONSULTING						
RB 5-May 2022 5	375 06/10/2022	10273889 06212022	103954	11,919.00 06/10/2022	INV F	PD	TRANSIT TECHNICAL ASSISTA
5953 LEXISNEXIS							
3093912956	06/10/2022	10273808 06212022	103955	767.00 06/13/2022	INV F	PD	5/22 Monthly Charges
12693 LIBRARY IDEA	S LLC						
89652	05/12/2022	10273636 06212022	103956	521.40 06/07/2022	INV F	PD	BOOKS
1887 LIFE ASSIST,	INC.						
1208654 1209728	05/16/2022 05/18/2022	10273405 06212022 10273406 06212022	103957 103957	49.25 06/21/2022 102.00 06/21/2022	INV F	PD PD	MEDICAL AID SUPPLIES MEDICAL AID SUPPLIES
1210226 1212209	05/19/2022	10273407 06212022 10273409 06212022	103957 103957	749.05 06/21/2022	INV F	PD	MEDICAL AID SUPPLIES MEDICAL AID SUPPLIES
1212210 1213791	05/25/2022	10273408 06212022 10273667 06212022	103957 103957	102.00 06/21/2022 123.13 06/21/2022 2 797 67 06/21/2023	INV F	PD	MEDICAL AID SUPPLIES MEDICAL AID SUPPLIES
1214558	06/02/2022	10273668 06212022	103957	2,797.67 06/21/2022 256.68 06/21/2022	INV F	PD	MEDICAL AID SUPPLIES
1215845 1215893		10273938 06212022 10273936 06212022	103957 103957				MEDICAL AID SUPPLIES MEDICAL AID SUPPLIES
12775 LINDE GAS &	EQUIPMENT INC			4,391.05			
10477135		10273410 06212022	103958				SCBA CYLINDER RENTAL
10494967	05/23/2022	10273411 06212022	103958	229.06 06/21/2022 570.70	INV F	PD	SCBA CYLINDER RENTAL
	COUNTY SHERIFF'S D	EPT	'				
222593BL 222851BL	04/14/2022 05/13/2022	10273502 06212022 10273498 06212022	103959 103959	1,068.72 06/09/2022 1,073.26 06/09/2022	INV F	PD PD	inmate food service inmate food service



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN CHECK #	# INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION
13047 LUXE HOME REMODEL		2,141.98
812615596	05/24/2022 10273681 06212022 10396	960 427.60 06/21/2022 INV PD 80% REFUND PERMIT FEES 14
1985 LYNN PEAVEY COMPAN	, ,	12.100 00, 22, 2022 2.01 1.0 00.0 1.2 1.2 2.0 2.0
389532	05/05/2022 10273380 06212022 10396	961 403.14 06/04/2022 INV PD Crime Lab Supplies
12150 M.S. CONSTRUCTION	, ,	
21 4973 22 4973	06/07/2022 10273617 06212022 10396 06/07/2022 10273778 06212022 10396	962 447,640.00 06/07/2022 INV PD RB TRANIST CENTER CONSTRU
10274 MACKAY METERS, INC		575,294.90
1061547 5463 1061598 4950 1061781 5459	04/27/2022 10272913 06212022 10396 04/30/2022 10272879 06212022 10396 05/30/2022 10273781 06212022 10396	963 2´,782.00 05´/23´/2022 INV PD MacKay Parking Meter Equi 963 4,989.24 06´/21´/2022 INV PD MacKay Meter/Paystation E
2036 MARINA GRAPHIC CEN	TER	19,403.04
126706	05/27/2022 10273354 06212022 10396	964 1,744.34 05/27/2022 INV PD BCT TRANSPORTATION SCHED
4387 MARTIN CHEVROLET		
818511 818842 819278 819317	06/02/2022 10273431 06212022 10396 06/02/2022 10273430 06212022 10396 06/07/2022 10273651 06212022 10396 06/07/2022 10273650 06212022 10396	965 86.67 06/02/2022 INV PD W0637-13 SPEED SENSOR 965 201.91 06/07/2022 INV PD W0137 HEATER HOSE 965 11.31 06/07/2022 INV PD W0137 RAKE PEDAL PAD
11261 MASSE & SON CONSTR	UCTION	319.71
E2021-812	05/25/2022 10273900 06212022 10396	966 295.00 05/25/2022 INV PD PERMIT REFUND E2021-812 1
4219 MENDENCE, JEFFREY		
PDF-MEND-06212022	01/13/2022 10273879 06212022 10396	967 2,000.00 06/10/2022 INV PD PDF-PMU-MENDENCE
2127 MICHAEL J ARNOLD &	ASSOCIATES INC	
14210 5475 14221 5475 14274 5475 14281 5475 14296 5475 14312 5475 14316 5475	06/02/2022 10273447 06212022 10396 06/02/2022 10273448 06212022 10396 06/02/2022 10273450 06212022 10396 06/02/2022 10273449 06212022 10396 06/02/2022 10273452 06212022 10396 06/02/2022 10273451 06212022 10396 06/02/2022 10273453 06212022 10396	968 84.00 06/02/2022 INV PD STATE LEGISLATIVE ADVOCAC 968 3,500.00 06/02/2022 INV PD STATE LEGISLATIVE ADVOCAC 968 84.00 06/02/2022 INV PD STATE LEGISLATIVE ADVOCAC 968 3,500.00 06/02/2022 INV PD STATE LEGISLATIVE ADVOCAC 968 181.52 06/02/2022 INV PD STATE LEGISLATIVE ADVOCAC 968 84.00 06/02/2022 INV PD STATE LEGISLATIVE ADVOCAC
3566 MISSION LINEN & UN	IFORM	10,933.52



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE	E STS	INVOICE DESCRIPTION
295433-0522	06/13/2022 10273916 06212022	103969	2,535.28 06/13/2022 INV	PD	PW UNIFORMS05/22
12931 MITCHELL, HELAIRE	HAMILTON				
03222022	06/07/2022 10273586 06212022	103970	222.00 06/07/2022 INV	PD	PLA REIMBURSEMENT
2172 MOBILE MINI LLC					
9013899686 9014136340	06/09/2022 10273819 06212022 06/10/2022 10273823 06212022	103971 103971	152.91 06/09/2022 INV 139.12 06/13/2022 INV 292.03	PD PD	STREETS MAINT STORAGE CON 6/22 RB Homeless Ct Conta
6080 MOFFATT & NICHOL			232.03		
769532 3712	06/07/2022 10273578 06212022	103972	1,805.00 06/07/2022 INV	PD	Municipal&SportFishingTim
10444 MOSS ADAMS LLP					
102303836 5498	06/06/2022 10273559 06212022	103973	2,300.00 06/13/2022 INV	PD	RISK ASSESSMENT ONGOING I
8792 MUNICIPAL EMERGENO	Y SERVICES, INC.				
IN1718983 IN1719061	05/31/2022 10273670 06212022 05/31/2022 10273669 06212022	103974 103974	878.15 06/21/2022 INV 1,429.75 06/21/2022 INV 2,307.90	PD PD	SMALL TOOLS/EQUIP SCBA FIT TESTING
13051 MUSIKASINTHORN, NA	TAPORN		2,307130		
MUSIKASINTHORN2022	06/01/2022 10273375 06212022	103975	200.00 06/01/2022 INV	PD	REFUND MUSIKASINTHORN2022
2219 NAN MCKAY & ASSOCI	TATES, INC				
INV268835	06/13/2022 10273905 06212022	103976	239.00 06/13/2022 INV	PD	MODEL ADMIN PLAN DIGITAL
10674 NAPOLION, NIGEL					
SPRING2022	06/09/2022 10273787 06212022	103977	487.20 06/09/2022 INV	PD	SPRING2022 4YPG1006-01 CO
9721 NATIONAL LIGHTING	SOLUTIONS				
32799	06/08/2022 10273731 06212022	103978	1,283.10 06/08/2022 INV	PD	STREETS LIGHTING SUPPLIES
10255 NATIONWIDE					
061322-061323	06/01/2022 10273365 06212022	103979	760.00 06/01/2022 INV	PD	FMINSURANCE NATIONWIDE 06
13029 ODP BUSINESS SOLUT	TIONS, LLC				
238920025002 241336250001 241397383001 241477749001 242108000001 242188804001	04/29/2022 10273522 06212022 05/26/2022 10273715 06212022 05/25/2022 10273716 06212022 06/13/2022 10273906 06212022 05/24/2022 10273146 06212022 06/07/2022 10273653 06212022	103980 103980 103980 103980 103980 103980	20.12 06/13/2022 INV 140.15 06/08/2022 INV 16.41 06/08/2022 INV 56.25 06/13/2022 INV 66.83 05/24/2022 INV 28.69 06/07/2022 INV	PD PD PD	MISC. OFFICE SUPPLIES



TNVOTCE	TNV DATE VOLICHER CHECK BUN	CHECK #	TNIVATCE NET DUE DATE TYPE STS TNIVATCE DESCRIPTION
TNVOICE P.O. 242200436001 242434219001 242436287001 242741339002 242792827001 24363645001 243525207001 243981464001 245399059001 245400426001 245400433001 245471757001 246190067001 247251331001	INV DATE VOUCHER CHECK RUN 06/07/2022 10273654 06212022 05/19/2022 10273579 06212022 05/18/2022 10273580 06212022 05/18/2022 10273581 06212022 05/13/2022 10273585 06212022 05/12/2022 10273575 06212022 06/10/2022 10273575 06212022 06/07/2022 10273618 06212022 06/07/2022 10273618 06212022 06/06/2022 10273918 06212022 06/06/2022 10273918 06212022 06/06/2022 10273918 06212022 06/06/2022 10273918 06212022 06/06/2022 10273914 06212022 05/27/2022 10273349 06212022 05/27/2022 10273349 06212022 06/01/2022 10273714 06212022 05/24/2022 10273714 06212022 06/01/2022 10273742 06212022 06/01/2022 10273742 06212022 06/01/2022 10273742 06212022	103980 103980 103980 103980 103980 103980 103980 103980 103980 103980 103980 103980 103980 103980 103980 103980	INVOICE NET DUE DATE
2324 OFFICE DEPOT			
238918266001 238920025001 243080642001 243082352001	04/22/2022 10273396 06212022 04/21/2022 10273400 06212022 05/11/2022 10273398 06212022 05/11/2022 10273399 06212022	103981 103981 103981 103981	10.39 06/02/2022 INV PD FORLER FOR OFFICE ORGANIZ 61.92 06/02/2022 INV PD BATTERIES AND FOLDERS FOR 32.40 06/02/2022 INV PD PLANNER FOR QUAL OF LIFE 27.15 06/02/2022 INV PD PLANNER FOR CSU UNIT
10183 ON THE WING FALCON	RY		
781062 5368	06/07/2022 10273693 06212022	103982	6,646.20 06/13/2022 INV PD FALCONRY SERVICES - May 5
9316 ONWARD ENGINEERING			
6369 3977	06/07/2022 10273796 06212022	103983	733.13 06/07/2022 INV PD Design&ROWSvcs-InglewoodA
4643 ORION PLASTICS			
26002	06/09/2022 10273751 06212022	103984	4,779.68 06/09/2022 INV PD TRASH CAN LINERS- PARKS D
9648 PACIFIC ARCHITECTU	RE AND ENGINEERING		
10082-18 5042	06/07/2022 10273567 06212022	103985	7,057.22 06/07/2022 INV PD ArchConstrAdmSvcs.Transit
2398 PACIFIC TRUCK EQUI	PMENT CO.		
74328	06/02/2022 10273436 06212022	103986	191.39 06/02/2022 INV PD TOOL BOX LOCKS
13058 PAEZ, RYAN			
PAEZ2022	06/01/2022 10273368 06212022	103987	200.00 06/01/2022 INV PD REFUND PAEZ2022 1SUM0300-
13054 PAGE, CHRIS			
PAGE2022	06/01/2022 10273372 06212022	103988	460.00 06/01/2022 INV PD REFUND PAGE2022 1SUM0306-



INVOICE P.O. 2408 PV VILLAGE PET HOS	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYP	E STS	INVOICE DESCRIPTION
735295 735671 735832	05/21/2022 10273367 06212022 05/31/2022 10273678 06212022 06/03/2022 10273679 06212022	103989 103989 103989	10.00 06/21/2022 INV 10.00 06/21/2022 INV 10.00 06/21/2022 INV	PD	EUTHANISIA POSSUM
12012 PAPE MATERIAL HAND	DLING, INC.		30.00		
7432143	05/25/2022 10273181 06212022	103990	2,146.02 05/25/2022 INV	PD	UNIT 861-17 W.O. BATTERY
12759 PARKMOBILE LLC					
INV28283 INV28674	04/30/2022 10273177 06212022 05/31/2022 10273724 06212022	103991 103991	1,101.00 05/30/2022 INV 1,245.50 06/21/2022 INV 2,346.50	PD PD	END USER FEES END USER FEES
13071 PAULSEN, MIKE			2,310.30		
PAULSEN2022	06/10/2022 10273865 06212022	103992	230.00 06/10/2022 INV	PD	REFUND PAULSEN2022 1SUM03
13008 PAYBYPHONE TECHNOL	OGIES INC.				
INVPBPHQ3216 INVPBPHQ3218 INVPBPHQ3561 INVPBPHQ3563	04/30/2022 10273171 06212022 04/30/2022 10273174 06212022 05/31/2022 10273500 06212022 05/31/2022 10273524 06212022	103993 103993 103993 103993	152.62 05/30/2022 INV 157.32 06/21/2022 INV	PD PD	CITY TRANSACTION FEE WATERFRONT TRANSACTION FE CITY TRANSACTION FEE WATERFRONT TRANSACTION FE
12956 PEREZ, ROSA			500.00		
PEREZ20222	06/10/2022 10273869 06212022	103994	230.00 06/10/2022 INV	PD	REFUND PEREZ20222 1SUM030
2453 PERFORMANCE NURSER	ΥΥ				
0000243817	06/09/2022 10273784 06212022	103995	2,313.24 06/09/2022 INV	PD	PLANTS FOR MEDIANS
12236 PERFORMANCE TRUCK	REPAIR INC.				
L6302 L6347 5610 L6375 L6376	06/08/2022 10273733 06212022 06/13/2022 10273943 06212022 06/08/2022 10273734 06212022 06/08/2022 10273735 06212022	103996 103996 103996 103996	8,713.76 06/13/2022 INV 3,026.33 06/08/2022 INV 1,524.28 06/08/2022 INV	PD PD	REPAIRS TO FD UNIT E-64 REPAIRS TO FIRE ENGINE 61 REPAIRS TO FIRE DEPT. UNI REPAIRS TO FIRE ENGINE 61
10521 PLACEWORKS			17,866.12		
78581 3751	05/31/2022 10273899 06212022	103997	6,618.75 06/21/2022 INV	PD	05/2022 GENERAL PLAN UPDA
8793 PLUGGE, AARON					
PDF-PLUGGE-0622-1 PDF-PLUGGE-0622-2	05/26/2022 10273880 06212022 05/26/2022 10273881 06212022	103998 103998	687.12 06/10/2022 INV 674.00 06/10/2022 INV		



INVOICE	P.O.	INV DATE VOUCHER CHECK RUN	N CHECK #	INVOICE NET DUE DATE TYPE	E STS	S INVOICE DESCRIPTION
5485 PORTOFI	NO HOTEL &	YACHT CLUB		1,361.12		
06092022		06/09/2022 10273767 06212022	103999	843.62 06/13/2022 INV	PD	FUEL 801
13073 POWELL,	JAMES					
POWELL2022		06/10/2022 10273857 06212022	104000	249.00 06/10/2022 INV	PD	REFUND POWELL2022 1SUM030
13034 PRIMARY	PHARMACEUT	TICALS				
15153		05/20/2022 10273413 06212022	104001	968.46 06/21/2022 INV	PD	MEDICAL AID SUPPLIES
5168 PRIORITY	Y ENGINEER	ING, INC.				
2022-015	5567	06/07/2022 10273574 06212022	104002	15,700.00 06/07/2022 INV	PD	BICYCLE PLAN IMPLEMENTATI
10651 PRO SOUI	ND & VIDEO					
104083	5617	05/24/2022 10274104 06212022	104003	15,047.89 06/15/2022 INV	PD	RBPAC AUDIO SYSTEM UPGRAD
9614 PROVIDE	NCE HEALTH	& SERVICES				
772000545294		04/26/2022 10273504 06212022	104004	1,020.00 06/09/2022 INV	PD	sart exam
2548 PRUDENT	IAL OVERALI	SUPPLY				
42727413 42735590		05/10/2022 10273771 06212022 06/07/2022 10273772 06212022	104005 104005			MATS/ACCT 2-04-17-032 FD MATS/ACCT 2-04-17-032 FD
	OCTON CONS	SULTING ASSOCIATES, INC.		53.00		····· ·
525538	OGICAL CON.	06/02/2022 10273397 06212022	104006	1,600.00 06/02/2022 INV	PΠ	PRE EMP EVALS - LOPEZ, FL
525539 525600		02/28/2022 10273864 06212022 06/02/2022 10273395 06212022	104006 104006	450.00 06/10/2022 INV 400.00 06/02/2022 INV	PD	BACKGROUND-PSYCH EXAM-RBF PRE EMPLOYMENT EVAL HOULI
525606 525612		06/02/2022 10273388 06212022 06/02/2022 10273391 06212022	104006 104006	400.00 06/02/2022 INV	PD	
	DEEDTCEDA	TION COMPANY INC	104000	4,650.00	10	1031 INCAPIENT SALTEN
•			104007	FFF 00 06/00/2022 Thu		PUDLIES HODIES DEDT. MESSUAV
0100582-IN 0100622-IN 100172-IN	5369 5369 5369	06/09/2022 10273753 06212022 06/09/2022 10273754 06212022	104007 104007	2,799.30 06/09/2022 INV	PD	PUBLIC WORKS DEPT. MCQUAY MAIN LIBRARY BOILER RBPAC MCQUAY CHILLER REPA
		06/09/2022 10273752 06212022	104007	8,710.82	PD	RBPAC MCQUAY CHILLER REPA
12257 RACE COI	MMUNICATION					
RC688296		06/07/2022 10273647 06212022	104008	3,308.81 06/07/2022 INV	PD	INTERNET SERVICE PROVIDER
	UCIA STERN	ST. PHALLE & SILVER,				
06062022		06/10/2022 10273803 06212022	104009	74,242.60 06/13/2022 INV	PD	4/22 C. Garcia BI Loss Fe



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE VOUCHER CHECK RU	N CHECK #	INVOICE NET DUE DATE TY	PE STS	S INVOICE DESCRIPTION
13044 RAIN	/ILLE DESIGN	STUDIO				
8642	5600	06/09/2022 10273749 06212022	104010	7,500.00 06/09/2022 IN	IV PD	LANDSCAPE DESIGN FOR CIVI
8230 RAYNI	WATER SYSTE	MS				
6328		06/09/2022 10273804 06212022	104011	131.00 06/09/2022 IN	IV PD	FS2 WATER SOFTENER 6/1-6/
2622 REDO	NDO BEACH CHA	MBER OF COMMERCE				
36528		06/02/2022 10273460 06212022	104012	600.00 06/02/2022 IN	IV PD	SOTC 2022 CITY TABLE
11539 REDON	NDO BEACH TRA	VEL AND TOURISM				
04/22DISB		06/15/2022 10274085 06212022	104013	56,753.20 06/15/2022 IN	IV PD	4/22 RBTMD DISB
9753 REGEN	NTS OF THE UN	IVERSITY OF CALIFORNIA				
11074294		06/10/2022 10273807 06212022	104014	244.14 06/13/2022 IN	IV PD	5/22 Ground Lease Practic
9637 REGIO	NAL TAP CENT	ER				
6016709		06/13/2022 10273948 06212022	104015	42.00 06/13/2022 IN	IV PD	TAP EZ Pass S/D Z0 1 42.0
13063 RICE	, MICHAEL					
06082022		06/09/2022 10273747 06212022	104016	89.68 06/09/2022 IN	IV PD	WILDERNESS PARK FISH FOOD
8888 RINCO	ON CONSULTANT	S, INC.				
39535	4867	05/17/2022 10273569 06212022	104017	6,481.62 06/21/2022 IN	IV PD	04/2022 CATALINA VILLAGE
13064 RIVE	RA, RAVEN					
COMP LOAN 9510		05/23/2022 10273855 06212022	104018	1,500.00 06/10/2022 IN	IV PD	COMP LOAN 9510
13049 ROSE	CHRISTIAN					
ROSE2022		06/01/2022 10273378 06212022	104019	149.00 06/01/2022 IN	IV PD	REFUND ROSE2022 1SUM0323-
10401 ROWM	AN & LITTLEFI	ELD PUBLISHING GROUP, INC.				
12016624		05/12/2022 10273639 06212022	104020	148.46 06/07/2022 IN	IV PD	BOOKS
2779 SAFEI	ITE GLASS CO	RP.				
06057-003842		05/25/2022 06212022	104021	1,069.66 05/25/2022 IN	IV PD	UNIT 608-21 W.O
2783 SAFE	TY-KLEEN CORP	ORATION				
89024737		06/07/2022 10273652 06212022	104022	371.51 06/07/2022 IN	IV PD	OLD FUEL OIL PICK UP
12963 SAME	DAY HEALTH					



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE		
RBF-0004		05/31/2022	10273412	06212022	104023	765.00 06/21/2022 INV	PD	EE COVID TESTING
3855 SAMURAI AG	CTION STU	DIO						
SPRING2022		06/01/2022	10273364	06212022	104024	823.20 06/01/2022 INV	PD	SPRING2022 SAMURAI 4YPG06
3031 SC FUELS								
IN-0000056851	5595	06/09/2022	10273750	06212022	104025	34,141.88 06/09/2022 INV	PD	7,000 GALLONS UNLEADED FU
10775 SCHWALM GE	ENERATION	I, INC.						
10923 10924	4951 4951	06/14/2022 06/14/2022	10273993	06212022	104026 104026	316.85 06/14/2022 INV	PD	GENERATOR #14 FS1 EMERGEN GENERATOR #9 MARINA WAY E
		00/14/2022	10273999	00212022	104020	2,198.85	PD	GENERATOR #9 MARINA WAT E
11774 SHAFER, MA	ARIA							
2022-011 2022-012 PLANNING		06/06/2022 06/06/2022			104027 104027			HARBOR COMMISSION MINUTES PLANNING COMMISSION MINUT
8931 SIGNAL AT	TORNEY SE	RVTCF. TNC.				765.00		
053122		06/10/2022	10273811	06212022	104028	240.00 06/13/2022 TNV	PD	Services Rendered From 05
2898 SIGNVERTIS	SF	00, 10, 1011	10273011	00111011	20.020	2.0.00 00, 15, 2012 1		Services Rendered From 65
10588	-	06/13/2022	10273945	06212022	104029	825 00 06/13/2022 TNV	PD	STREET BANNERS - MAY 2022
5059 SIGTRONICS	S CORPORA		10273313	00212022	101023	023100 00/13/2022 1111		STREET BARRERS PART EVEL
so1399	o com on	06/06/2022	10273944	06212022	104030	4,657.02 06/21/2022 INV	ΡN	RADTO FOUTP
10629 SITEONE LA	ANDSCADE		10273344	OOLILOLL	104030	4,037.02 00/21/2022 INV	10	NADIO EQUI
119101187-001	ANDSCAFE	06/09/2022	10273801	06212022	104031	145.65 06/09/2022 INV	DD	DARVE CUIRDI TEC
119101137-001		06/09/2022			104031	146.65 06/09/2022 INV		SUN HATS-PARKS DIVISION
2927 SMITH BROS	S. CRANE	RENTAL INC.				292.30		
INV-38856		05/24/2022	10273339	06212022	104032	907.20 05/24/2022 INV	PD	RENTAL OF 40 TON HYDRALIC
7239 SMITH, CHA	AD							
PFD-SMITH-06212022		05/15/2022	10273882	06212022	104033	300.00 06/10/2022 INV	PD	PDF-FIRE-SMITH
12563 SOCAL PPE	LLC							
4148		05/26/2022	10273414	06212022	104034	328.50 06/21/2022 INV	PD	05/27-06/27 UNIFORM RENTA
2990 SOUTH BAY	FORD							
384698		05/25/2022	10273189	06212022	104035	131.70 05/25/2022 INV	PD	UNIT 661-17 W.O. TURBO HO
		-, -, -==						



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK #	INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION
385501 386264	06/02/2022 10273435 06212022 06/02/2022 10273420 06212022	104035 104035	317.34 06/02/2022 INV PD W0667-21 RADIATOR 206.87 06/02/2022 INV PD W0 654-16 AXLE SHAFT
386895 509814	06/07/2022 10273658 06212022 05/25/2022 10273190 06212022	104035 104036	60.39 06/07/2022 INV PD W0204 SEATBELT BUCKLE 34.64 05/25/2022 INV PD UNIT 671-18 W.O
		104030	750.94
9634 SOUTH BAY LANDSCAP	PING, INC.		
19607 20660	06/09/2022 10273774 06212022 06/09/2022 10273768 06212022	104037 104037	1,392.00 06/09/2022 INV PD LANDSCAPE @ HARBOR 4/3, 4 1,200.00 06/09/2022 INV PD HARBOR MONTLY LANDSCAPE M
20663 20666	06/09/2022 10273773 06212022 06/09/2022 10273779 06212022	104037 104037	1,584.00 06/09/2022 INV PD LANDSCAPE @ HARBOR MAY 20 885.00 06/09/2022 INV PD REMOVE FALLEN 3 MELLOLUCA
		101037	5,061.00
3005 SOUTH COAST AIR QU			
3996040	06/09/2022 10273806 06212022	104038	143.88 06/09/2022 INV PD ID 184744 300 CARNELIAN-H
3016 SOUTHERN CALIFORNI	TA EDISON		
600001012446-5-11 7000062436318-5-17	05/25/2022 10273203 06212022 05/25/2022 10273344 06212022	104039 104039	68,930.42 05/25/2022 INV PD GEORGE FREETH WAY DIXON 7,147.99 05/25/2022 INV PD TORRANCE INTNTL BOARDWA
700062360940-5-16	05/25/2022 10273199 06212022	104039	773.78 05/25/2022 TNV PD N. HARBOR DRIVE CATALIN
700063072575-5-21 700165291478-5-17	05/25/2022 10273387 06212022 05/25/2022 10273202 06212022	104039 104039	56,828.53 05/25/2022 INV PD N. PCH 338.06 05/25/2022 INV PD YACHT CLUB WAY
700464670763-5-26 700634979323-5-26	06/09/2022 10273765 06212022 06/09/2022 10273766 06212022	104039 104039	240.82 06/09/2022 INV PD NELSON AVE 457.39 06/09/2022 INV PD AVENUE H AVE DEL NORTE
	00/03/2022 102/3/00 00212022	104033	134,716.99
8916 SPCALA			
2022-0430 20220531	04/30/2022 10272887 06212022 05/31/2022 10273446 06212022	104040 104040	852.00 05/23/2022 INV PD MONTHLY IMPOUND 852.00 06/21/2022 INV PD MONTHLY IMPOUND
		101010	1,704.00
3070 STANDARD INSURANCE	<u> </u>		
05012022	05/01/2022 10273848 06212022	104041	10,234.66 06/10/2022 INV PD BENEFITS-LIFE, VOL LIFE,
12694 STERLING VENUE VEN	ITURES		
225307	06/11/2022 10273898 06212022	104042	832.13 06/11/2022 INV PD PARTIAL REFUND - THE MUSI
12898 STRIVE DESIGN INC			
83742	06/06/2022 10273477 06212022	104043	47.36 06/06/2022 INV PD SHIRT COOK
E 83804 E 83847	06/06/2022 10273478 06212022 06/06/2022 10273479 06212022	104043 104043	139.24 06/06/2022 INV PD POLO SHIRT CEJA 90.34 06/06/2022 INV PD POLO SHIRTS QAZI
E 83874 E 84244	06/06/2022 10273480 06212022 06/06/2022 10273481 06212022	104043 104043	66.80 06/06/2022 INV PD SHIRT CEJA 90.34 06/06/2022 INV PD SHIRT KAPILA
	, ,	104043	434.08
12237 SUEZ WTS SERVICES			
901577561	06/06/2022 10273673 06212022	104044	195.24 06/21/2022 INV PD 06/22 FS1 DI EQUIP RENTAL



INVOICE	P.O.	INV DATE	VOUCHER CHECK RU	N CHECK #	INVOICE NET DUE DATE TYP	E STS	S INVOICE DESCRIPTION
901577562		06/06/2022	10273674 06212022	104044	195.24 06/21/2022 INV 390.48	PD	06/22 FS2 DI EQUIP RENTAL
12748 SWA GR	.OUP				330.40		
190394	5413	05/25/2022	10273363 06212022	104045	25,046.82 06/13/2022 INV	PD	WATERFRONT AMENITIES PLAN
6806 TALX U	CM SERVICES	, INC.					
2052491482		06/08/2022	10273858 06212022	104046	23.00 06/10/2022 INV	PD	UNEMPLOYMENT CLAIMS PROCE
13057 TANG,	HUYNH						
TANG2022		06/01/2022	10273369 06212022	104047	145.00 06/01/2022 INV	PD	REFUND TANG2022 1SUM0322-
12718 TARY,	TAKAKO						
TARY2022		06/10/2022	10273863 06212022	104048	90.00 06/10/2022 INV	PD	REFUND TARY2022 1TEN1119-
11764 THE CH	UKA FAMILY	TRUST					
06072022		06/08/2022	10273723 06212022	104049	21,172.66 06/08/2022 INV	PD	ARTESIA BLVD RENT PER LEA
10837 THE FE	LDHAKE LAW I	FIRM					
55665		06/10/2022	10273799 06212022	104050	7,756.37 06/13/2022 INV	PD	5/22 ICRMA Legal Fees
9019 THOMSO	N REUTERS -	WEST					
846530870		06/10/2022	10273812 06212022	104051	1,034.41 06/13/2022 INV	PD	6/22 Monthly Charges
71 TIME W	ARNER CABLE						
0060500052522		06/07/2022	10273619 06212022	104052	113.87 06/07/2022 INV	PD	IT CABLE TV
0526211052722 0962656052522		06/07/2022	10273621 06212022 10273622 06212022	104052 104052	3,513.29 06/07/2022 INV 275.25 06/07/2022 INV	PD	ETHERNET INTRASTATE
119992001052122		05/27/2022	10273350 06212022	104053	939.92 05/27/2022 INV 4,842.33	PD	NETWORK SERVICES
11361 TIREHU	B, LLC						
27056723 27409667			10273163 06212022 10273438 06212022		746.44 05/25/2022 INV 617.54 06/02/2022 INV		
3216 TODDCO	SWEEPING CO	, , n			1,363.98		
34875	SWEET ING CO		10273640 06212022	104055	452 00 06/07/2022 TNV	PΠ	PARKING STRUCTURE CLEANIN
	CE AUTO PAR		102,3040 00212022	104033	432.00 00/07/2022 INV	טי	TAMERO STRUCTURE CELEMEN
2280-0422	5602		10273739 06212022	104056	7 599 79 06/08/2022 TNIV	PΠ	APRIL AUTO PARTS PURCHASE
	CE AUTO REPA		102/3/33 00212022	104030	7,333.73 00/00/2022 INV	FD	AFRIL AUTO FARTS FUNCTIASE
/ I SU TURKAN	CE AUTO KEPA	ATV.					



0174329 06/02/2022 10273433 06212022 104057 1,348.73 06/02/2022 INV PD W0651-17 REPLACE COMPRESS 0174343 06/02/2022 10273443 06212022 104057 873.60 06/02/2022 INV PD W0345 AC REPAIR	
0174450 06/02/2022 10273439 06212022 104057 109.95 06/02/2022 INV PD WO 654 WHEEL ALIGNMENT 0174530 06/07/2022 10273655 06212022 104057 221.09 06/07/2022 INV PD W0401 AC	
0174575 06/07/2022 10273661 06212022 104057 252.11 06/07/2022 INV PD W0137 AC REPAIR 2,805.48	
6901 TRIVEDI, GERALDINE	
PDF-TRIV-06212022 05/06/2022 10273883 06212022 104058 180.00 06/10/2022 INV PD PDF-PSA-TRIVEDI	
6100 DAVID TURCH & ASSOCIATES	
05182022 5476 05/31/2022 10273361 06212022 104059 2,083.33 05/31/2022 INV PD FEDERAL LEGISLATIVE ADVOC 06022022a 5476 06/02/2022 10273456 06212022 104059 2,083.33 06/02/2022 INV PD FEDERAL LEGISLATIVE ADVOC	
06022022B 5476 06/02/2022 10273457 06212022 104059 2,083.33 06/02/2022 INV PD FEDERAL LEGISLATIVE ADVOC	
3261 TURF STAR INC 6,249.99	
7225843-00 05/25/2022 10273185 06212022 104060 541.62 05/25/2022 INV PD UNIT 296 W.O	
7226101-00 05/25/2022 10273186 06212022 104060 661.79 05/25/2022 INV PD UNIT 286-17 W.O. 7227255-00 05/25/2022 10273184 06212022 104060 354.20 05/25/2022 INV PD WO UNIT 286	
6191 TURNOUT MAINTENANCE COMPANY	
25622 05/27/2022 10273671 06212022 104061 4,999.00 06/21/2022 INV PD TURNOUT VAPOR TESTING	
25628 05/30/2022 10273672 06212022 104061 56.00 06/21/2022 INV PD TURNOUT MAINT/REPAIRS 5.055.00	
8591 U.S. POSTAL SERVICE	
270-2022 06/03/2022 10273582 06212022 104063 276.00 06/07/2022 INV PD PO BOX 270 ANNUAL PYMT 20 6270-2022 06/03/2022 10273584 06212022 104062 1,770.00 06/07/2022 INV PD CALLER SERVICES #6270 ANN	
3281 UC REGENTS 2,046.00	
3013-175 06/01/2022 10273415 06212022 104064 3,137.91 06/21/2022 INV PD 06/22 RBFD CE/QI SERVICES	
3285 UNDERGROUND SERVICE ALERT	
520220560 06/07/2022 10273564 06212022 104065 186.55 06/07/2022 INV PD MAY MONTHLY DB MTCE FEE	
5332 UNITED RENTALS NORTHWEST, INC.	
185398016-023 06/10/2022 10273824 06212022 104066 175.20 06/13/2022 INV PD 5/22 RB Homeless Ct Porta	
4616 UNITED SITE SERVICES OF CALIFORNIA, INC.	
114-13124825 06/09/2022 10273828 06212022 104067 21.90 06/09/2022 INV PD TEMP FENCING 545 N. GERTR	
8088 VERIZON BUSINESS SERVICES	



VENDOR INVOICE LIST

INVOICE P.O.	INV DATE VOUCHER CHECK RUN	CHECK # INVOICE NET DUE DATE TYPE STS INVOICE DESCRIPTION	
72177896 72221472	05/27/2022 10273351 06212022 05/23/2022 10273098 06212022	104068 354.24 05/27/2022 INV PD PRIVATE IP 104068 354.24 05/23/2022 INV PD MPLS	
	03/23/2022 102/3036 00212022	708.48	
3621 VERIZON WIRELESS			
9905403169 9906408096	05/24/2022 10273530 06212022 05/12/2022 10273464 06212022	104069 3,760.79 06/13/2022 INV PD Verizon Wireless Invoice 104069 251.72 06/13/2022 INV PD Verizon Wireless Invoice	
9906408097	05/23/2022 10273099 06212022	104069 230.74 05/23/2022 INV PD CHRIS CELLPHONE	
9906408098 9906771023	06/07/2022 10273624 06212022 05/27/2022 10273341 06212022	104069 38.01 06/07/2022 INV PD PD NETWORK 104069 1,311.48 05/27/2022 INV PD FIRE IPADS	
12710 VILLAGE VIEW ESCR	OW TNC	5,592.74	
793022508	05/24/2022 10273682 06212022	104070 133.00 06/21/2022 INV PD REFUND BLD RPT FEE 201 CA	
		104070 133.00 00/21/2022 INV PD REFORD BLD RPT FEE 201 CA	
8802 VISION SERVICE PLA			
30037368 815195575	05/19/2022 10273866 06212022 05/19/2022 10273868 06212022	104071 4,110.51 06/10/2022 INV PD BENEFITS-VISION ACTIVES J 104072 971.14 06/10/2022 INV PD BENEFITS-VSP RETIREES-JUN	
815195580	05/19/2022 10273870 06212022	104073 62.73 06/10/2022 INV PD BENEFITS-VSP COBRA-JUNE 2 5,144.38	
3392 WALTERS WHOLESALE	ELECTRIC CO.	3,144.30	
s120559763.001	06/13/2022 10273931 06212022	104074 1,834.20 06/13/2022 INV PD PIER ELECT. FISH GRINDING	
S120559763.002 S120564330.003	06/13/2022 10273924 06212022 06/13/2022 10273941 06212022	104074 421.91 06/13/2022 INV PD ELECTRICAL-FISH GRINDING 104074 44.13 06/13/2022 INV PD FREIGHT-PIER POLE PROJECT	
\$120568943.001 \$120568943.002	06/13/2022 10273930 06212022 06/13/2022 10273929 06212022	104074 1,073.44 06/13/2022 INV PD PIER ELECT. FISH GRINDING 104074 1,067.63 06/13/2022 INV PD PIER ELECT.FISH GRINDING	
\$120575062.001 \$120616634.001	06/13/2022 10273937 06212022	104074 733.50 06/13/2022 INV PD PIER ELECTRICAL	
S120616634.002	06/13/2022 10273935 06212022 06/13/2022 10273932 06212022	104074 1,779.37 06/13/2022 INV PD PIER ELECT. FISH GRINDING	
S120640459.001 S120689826.001	06/13/2022 10273940 06212022 06/08/2022 10273730 06212022	104074 2,262.34 06/13/2022 INV PD PIER ELECTRICAL-POLE PROJ 104074 2,468.26 06/08/2022 INV PD PIER LIGHT REPLACEMENT	
2400 WAYTE CANTTARY SH	DDI V	14,670.86	
3408 WAXIE SANITARY SU		4.240.20.00/07/2022	
80835075 80841937	06/07/2022 10273585 06212022 06/07/2022 10273587 06212022	104075 1,348.38 06/07/2022 INV PD AVIATION GYM CLEANING SUP 104075 332.57 06/07/2022 INV PD AVIATION GYM CLEANING SUP	
80896578 80903289	06/02/2022 10273428 06212022 06/02/2022 10273429 06212022	104075 610.37 06/02/2022 INV PD RBPAC CLEANING SUPPLIES 104075 344.79 06/02/2022 INV PD BUILD MAINT CLEANING SUPP	
80914184 80930998	06/02/2022 10273427 06212022 06/02/2022 10273423 06212022	104075 2,033.01 06/02/2022 INV PD PIER CLEANING SUPPLIES 104075 16.43 06/02/2022 INV PD PIER CLEANING SUPPLIES	
80931103	06/02/2022 10273423 06212022 06/02/2022 10273422 06212022	104075 2,626.61 06/02/2022 INV PD BUILD MAINT CLEANING SUPP	
10426 WEST MARINE PRO		7,312.16	
000470	05/26/2022 10273770 06212022	104076 108.36 06/13/2022 INV PD TOOLS/EQUIPMENT #801	
12017		1040/0 1000.30 00/13/2022 1NV FD 10003/1001FMENT #001	

13017 WESTERN TRUCK EXCHANGE



VENDOR INVOICE LIST

T10 (07 07				T) /D = 0.	
INVOICE P.O. 694903	INV DATE VOUCHER CHECK R 05/25/2022 10273170 0621202	22 104077	INVOICE NET DUE DATE 632.66 05/25/2022		UNIT 326-COOLANT TANK CAP
694950 695078	05/25/2022 10273169 0621202 05/25/2022 10273168 0621202		40.64 05/25/2022 382.71 05/25/2022		
695096	05/25/2022 10273165 0621202	22 104077	112.07 05/25/2022	INV PD	SENSOR, GAUGE
695146 CM695096	05/25/2022 10273164 0621202 05/25/2022 10273166 0621202		54.16 05/25/2022 -112.07 05/25/2022		
	,,		1,110.17		
13070 WILSON, BLANCA					
WILSON2022	06/10/2022 10273867 0621202	22 104078	140.00 06/10/2022	INV PD	REFUND WILSON2022 1YPG050
3484 WORLD BOOK, INC.					
SF-0011666	05/27/2022 10273642 0621202	22 104079	2,187.82 06/07/2022	INV PD	BOOK
12562 YITAE, KIM					
SPRING2022	06/09/2022 10273788 0621202	22 104080	4,690.00 06/09/2022	INV PD	SPRING2022 4TEN1101 1114
13055 ZARTMAN, DAVID					
ZARTMAN2022	06/01/2022 10273371 0621202	22 104081	555.00 06/01/2022	INV PD	REFUND ZARTMAN2022 1SUM 0
4049 ZIP REPORTS					
52705220526	06/13/2022 10273904 0621202	22 104082	28.50 06/13/2022	INV PD	REPORTS ORDERED MAY 2022
9214 ZOHO CORPORATION					
2337269	05/27/2022 10273340 0621202	22 104083	2,973.00 05/27/2022	INV PD	MANAGE ENGINE RENEWAL
3510 ZOLL MEDICAL CORPOR	RATION				
3507251	05/23/2022 10273416 0621202		527.97 06/21/2022		
3515716 5579	06/07/2022 10273939 0621202	22 104084	68,040.60 06/21/2022	INV PD	THREE (3) AUTOPULSE RESUS
	524 INVOICES		2,308,629.09		

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



H.4., File # 22-4090 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

- 1. APPROVE AN UPGRADE TO THE LICENSING AGREEMENT WITH KNOWBE4, INC. FOR HUMAN RESOURCES AND FRAUDULENT TRANSACTION TRAINING MODULES TO SUPPLEMENT ONGOING EMPLOYEE SECURITY AWARENESS TRAINING ON EMAIL PHISHING TECHNIQUES, RANSOMWARE AWARENESS, AND SOCIAL ENGINEERING MANIPULATION FOR AN ADDITIONAL AMOUNT OF \$1,272 FOR THE EXISTING TERM THROUGH NOVEMBER 20, 2022.
- 2. APPROVE AN AGREEMENT WITH ERIC ARROYO TO CONDUCT POLICE SWORN AND CIVILIAN APPLICANT BACKGROUND INVESTIGATIONS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$15,000 FOR THE TERM JUNE 21, 2022 TO JUNE 20, 2023 WITH TWO AUTOMATIC ONE-YEAR EXTENSIONS.

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Contracts, Signatures and Insurance



H.4., File # 22-4090 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

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EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Contracts, Signatures and Insurance



KnowBe4

33 N Garden Avenue, Suite 1200 Clearwater, FL 33755 US

Prepared By Email **Brian Godsey**

briang@knowbe4.com

Expiration Date Quote Number Payment Terms

Created Date

4/26/2022 11:47 AM

6/30/2022 Q-449385 Net 30

Contact Name Ravy Sok **Contact Phone** (310) 318-0658

Contact Email ravy.sok@redondo.org

Bill to Name City of Redondo Beach - CA

415 Diamond St

Redondo Beach, CA 90277-2836

USA

Ship To Name

City of Redondo Beach - CA

415 Diamond St

Redondo Beach, CA 90277-2836

USA

Description

11/21/2021 - 11/20/2022 DIAMOND UPGRADE Notes

11/21/2021 - 11/20/2022 DIAMOND UPGRADE

Non Profit Discounting has been applied to this quote.

PRODUCT		TERM (Mos)	UPGRADE	QTY	LIST PRICE	SALES PRICE	TOTAL PRICE
KMSATD	KnowBe4 Security Awareness Training Subscription Diamond	6	Х	600	USD 4.50	USD 2.12	USD 1,272.00

Grand Total USD 1,272.00

Signature

Name William C. Brand

Title M

Mayor

Date ,

June 21, 2022

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, midsubscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.



KnowBe4

33 N Garden Avenue, Suite 1200 Clearwater, FL

33755 US

Created Date Expiration Date Quote Number Payment Terms 8/6/2021 2:35 PM 10/22/2021 Q-280324

Net 30

Prepared By Email Jackie Maines

jackiem@knowbe4.com

Contact Name Contact Phone Contact Email Ravy Sok (310) 318-0658

ravy.sok@redondo.org

Bill to Name

City of Redondo Beach - CA

415 Diamond St

Redondo Beach, CA 90277-2836

USA

Ship To Name

City of Redondo Beach - CA

415 Diamond St

Redondo Beach, CA 90277-2836

USA

Description

subscription dates are 11/21/2021

until 11/20/2022

Notes

Total Term(Months)

12

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QΤΥ	LIST PRICE	SALES PRICE	TOTAL PRICE
KMSATP	KnowBe4 Security Awareness Training Subscription Platinum	600	USD 14.85	USD 14.85	USD 8,910.00

Grand Total

USD 8,910.00

Name William C. Brand

Title Mayor

Date October 19, 2021

ATTEST:

Eleanor Manzano, City Clerk

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, midsubscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.

APPROVED AS TO FORM,

Michael W. Wehh, City Attorney



Company Address 33 N Garden Avenue, Suite 1200

Clearwater, FL 33755

US

Created Date 7/30/2020

Expiration Date 10/23/2020

USA

Quote Number 00447507

Payment Terms Net 30

Prepared By Jackie Maines Contact Name Ravy Sok

 Email
 jackiem@knowbe4.com
 Phone
 (310) 318-0658

 Phone
 (727) 474-9065
 Email
 ravy.sok@redondo.org

Extension 784 \

Fax (727) 386-4087

USA

Bill To Name City of Redondo Beach - CA Ship To Name City of Redondo Beach - CA

Bill To 415 Diamond St Ship To 415 Diamond St

Redondo Beach, CA 90277-2836 Redondo Beach, CA 90277-2836

Product	Product Description	Sa l es Price	Quantity	Total Price
1000KMSPN000D12-G	KnowBe4 Security Awareness Training Subscription Platinum 501-1000 Users 1 Year	USD 13.95	600.00	USD 8,370.00
1502DWN00000012-G	KnowBe4 Content Download 1 Year	USD 0.00	1.00	USD 0.00

Subtotal USD 8,370.00

Total Price USD 8,370.00

Tax USD 0.00

Grand Total USD 8,370.00

APPROVED AS TO FORM: Michael W. Webb

Michael W. Webb, City Attorney 10/26/2020 | 9:03 AM PDT

Attest: Eleanor Manzano

Eleanor Manzano, City Clerk 10/26/2020 | 3:14 PM PDT

Quote Acceptance Information

Signature _

Date

William C. Brand —E6413C7231DF4E1...

Name William C. Brand

Title Mayor

10/26/2020 | 9:38 AM PDT

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. The subscription period will begin when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.knowbe4.com/terms) and Product Privacy Policy (www.knowbe4.com/privacy-policy) apply, unless mutually agreed otherwise in writing.



Company Address 33 N Garden Avenue, Suite 1200

Clearwater, FL 33755

US

Created Date

8/30/2019

Expiration Date

10/28/2019

Quote Number

00340333

Payment Terms

Net-30

Prepared By

Joneny Vorasarn

Email

jonenyv@knowbe4.com

Phone

(727) 466-4250 📞

Bill To Name

City of Redondo Beach

Bill To

415 Diamond Street

Redondo Beach, CA 90277

United States

Contact Name

Ravy Sok

Phone

310-318-0658 🛰

Email

ravy.sok@redondo.org

Ship To Name

City of Redondo Beach

Ship To

415 diamond street

Redondo Beach, CA 90277

United States

Product	Product Description	Sales Price	Quantity	Total Price
1000KMSPN000D12-G	KnowBe4 Security Awareness Training Subscription Platinum 501-1000 Users 1 Year	USD 13.95	600.00	USD 8,370.00
1502DWN00000012-G	KnowBe4 Content Download 1 Year	USD 0.00	1.00	USD 0.00

Subtotal USD 8,370.00 **Total Price** USD 8,370.00 **Grand Total** USD 8,370.00

APPROVED AS TO FORM:

ATTEST:

Quote Acceptance Information

Signature

Name

Title Date

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. The subscription period will begin when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (knowbe4.com/terms) and Product Privacy Policy (knowbe4.com/privacy-policy) apply, unless mutually agreed otherwise in writing.





Company Address 33 N Garden Avenue, Suite 1200

Clearwater, FL 33755

US

Created Date 11/17/2016

Expiration Date 11/30/2016

Quote Number 00056836 Payment Terms Net 30

Tiffany Yeager Contact Name Chris Benson

Email tiffanyy@knowbe4.com Phone 310-318-0658

Phone (727) 877-8226 Email chris.benson@redondo.org

Extension 753

Prepared By

Fax (727) 386-4087

Bill To Name City of Redondo Beach Ship To Name City of Redondo Beach
Bill To 415 diamond street Ship To 415 diamond street

Redondo Beach, CA 90277

United States

Description Save the most buy purchasing the 3 year and

taking advantage of a double discount! 25%

+10% off!

Product	Product Description	Sales Price	Discount	Quantity	Total Price
1000KMSPN000D36	Kevin Mitnick Security Awareness Training Subscription Platinum Users 501-1000 Users 3 Years	USD 30.38	10.00%	600.00	USD 16,405.20

Subtotal USD 18,228.00
Total Price USD 16,405.20
Grand Total USD 16,405.20

Redondo Beach, CA

Quote Acceptance Information

Signature	
Name	
Title	
Date	

LICENSE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND KNOWBE4, INC.

The Kevin Mitnick Security Awareness Training (the "Software") contains computer programs and other proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of the terms and conditions set forth in this License Agreement (this "License Agreement"). This License Agreement is a legally binding document between the City of Redondo Beach, Inc., a Chartered Municipal Corporation (the "City") and KnowBe4, Inc. ("KnowBe4"), a Delaware Corporation. Unless agreed otherwise to in a mutually executed amendment, this License Agreement governs City's use of the Software.

By proceeding with the installation, downloading, or use of the Software or authorizing any other person to do so, you are representing to KnowBe4 that you are (i) authorized to bind the City; and (ii) agreeing on behalf of the City that the terms of this License shall govern your relationship with KnowBe4 with regard to the subject matter in this License Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this License Agreement.

1. License. KnowBe4 grants to the City, for internal productive use and not for resale, a limited, nonexclusive, non-transferable license ("License") to access and use the Software specified in the attached quote specifying terms of access for the Software ("Quote"). The Software is being licensed to you and not sold. Additional restrictions on use of the Software shall be specified in the applicable Quote, and these license terms shall be incorporated as part of the Quote. City may use the Software solely to train no more than the number of City's employees specified in the Quote. Access will be provided only to employees of City and independent contractors acting as authorized agents of City accessing the Software from the domains listed in the Quote. Know8e4 and its licensors and/or suppliers, as applicable, shall retain all right, title and interest to the Software including all patents, copyrights, trademarks, trade secrets, and other proprietary rights thereto. Unless KnowBe4 agrees otherwise in writing, these license terms and the additional restrictions in the Quote are the sole and exclusive terms governing City's use of the Software. City agrees to these license terms and the additional restrictions in the Quote by accessing the Software, executing a Quote or other document which references the Quote, or issuing a purchase order based on the Quote. This License Agreement and Quote constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. If City does not agree to these license terms, City should not access the Software.

2. City Obligations.

- 2.1 City covenants that it will comply with all applicable laws in connection with its use of the Software, including but not limited to all applicable laws pertaining to mail fraud, access device fraud, identity theft, bank fraud, wire fraud, computer fraud and abuse, privacy protection, email fraud, spam, and the protection of trademarks and copyrights.
- 2.2 "Customer Content" shall mean information and materials provided by City or its employees or agents, regardless of form, including (without limitation) City trademarks, trade names, service marks, logos and designs, e-mail addresses of City personnel, and images, graphics, and text, in connection with the use of the Software. City shall be solely responsible for the accuracy of all Customer Content and for obtaining all required rights and licenses to use and display all Customer Content in connection with City's use of the Software. When accessing and using the Software, City and its employees and agents



shall not include Customer Content that is obscene, offensive, inappropriate, or that violates any applicable law or regulation, contract, or privacy or other third party right, or that otherwise exposes KnowBe4 or its resellers to civil or criminal liability. City acknowledges that the Software is designed to assist City in training end users and can include developing customized fake cyber security attack campaigns for purposes of employee training, but that City, and not KnowBe4 or any KnowBe4 resellers, shall be solely responsible for compliance with all laws and governmental regulations, and any results in connection with its use of the Software (including any reports or information produced in connection therewith).

- 2.3 City shall keep the credentials (e.g. usernames and passwords) provided by KnowBe4 and/or chosen by City in connection with the use of the Software confidential and not disclose any such credentials to any third party. In addition, City shall notify KnowBe4 immediately upon the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of City with knowledge of any such credentials, so that such credentials can be changed. KnowBe4 is not responsible for (i) City's access to the Internet, (ii) interception or interruptions of communications through the Internet not caused by KnowBe4, or (iii) changes or losses of data through the Internet not within KnowBe4's control.
- 3. <u>Term and Termination</u>. This License Agreement shall remain in effect during the initial term specified in the Quote and for any renewal term as to which the City pays the then current renewal subscription fee. In the event of a material breach of this License Agreement by City, KnowBe4 may immediately terminate this License Agreement and the License to use all Software by written notice to City. For any other breach of this License Agreement, KnowBe4 will provide City with fifteen (15) days written notice of such breach and if City does not cure the breach within the fifteen (15) day notice period, KnowBe4 may immediately terminate this License Agreement and the rights and licenses set forth herein. Upon any termination, City's right to use and access the Software shall be terminated. Written notice shall be provided to the parties and addresses listed on the Quote.

4. Confidentiality.

- 4.1 City acknowledges that the Software, related documentation, and other confidential information that may be provided by KnowBe4 or its authorized representative or reseller (collectively "Confidential Information") is confidential information of KnowBe4. City agrees not to disclose the Confidential Information to third parties or use the Confidential Information other than in connection with its License rights under this Agreement. City will use at least the same security measures as City uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the Confidential Information. Confidential Information shall not include information: (i) already in City's possession at the time of disclosure, (ii) that is or later becomes part of the public domain through no fault of City, or (iii) is required to be disclosed pursuant to law (including the California Government Code §§ 6250 through 6276.48) or court order provided that City shall notify KnowBe4 prior to such required disclosure.
- 4.2 City agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause KnowBe4 irreparable harm and KnowBe4 may obtain injunctive relief as well as seek all other remedies available to KnowBe4 in law and in equity in the event of breach or threatened breach of such provisions.



4.3 Customer acknowledges that KnowBe4 may aggregate data from Customer for analysis and reporting, provided that none of the individual data is able to be identified as received from Customer or any of its employees or independent contractors.

5. Warranty.

- 5.1 KnowBe4 warrants that the Software will substantially conform to the documentation for the Software for a period of ninety (90) days beginning the date City is granted initial access to the Software. City's sole remedy and KnowBe4's sole obligation in the event of breach of this warranty is, at City's option, correction of the substantial nonconformity or a refund of the license fee received by KnowBe4 for the Software. The above warranty does not apply in the event that (i) claims result from acts or omissions caused by persons other than KnowBe4 or from products, material, or software not provided by KnowBe4, or (ii) claims are not reported to KnowBe4 within the warranty period or are not documented by City.
- 5.2 City represents and warrants that it has all the rights, power and authority necessary to grant the rights set forth herein, and hereby grants to KnowBe4 a license to use and access City's domains and information technology systems at City's discretion to enable KnowBe4 to provide the services in accordance with this License Agreement. City further agrees to hold harmless and indemnify KnowBe4, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to City's use of the Software, the services and any breach by the City of this warranty or any other material term of this License Agreement.
- 5.3 KNOWBE4 DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATED TO THE SOFTWARE AND ACCESS TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY WITH RESPECT TO THE DOCUMENTATION, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 6. <u>Limitation of Liability</u>. IN NO EVENT SHALL KNOWBE4 (OR ANY OF ITS LICENSORS, IF ANY) BE LIABLE TO CITY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR DATA LOSS, EVEN IF KNOWBE4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KNOWBE4'S TOTAL LIABILITY RELATED TO THIS AGREEMENT, REGARDLESS OF THE CLAIM, SHALL NOT EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE RECEIVED BY KNOWBE4 FOR THE LICENSE GIVING RISE TO SUCH LIABILITY.
- 7. Miscellaneous. City acknowledges that the Software is subject to the laws and export regulations of the United States, and City agrees to comply with all such laws and regulations. This Agreement may not be assigned or transferred by City without the written consent of KnowBe4. This Agreement may not be modified or amended except by a mutually executed amendment by the parties. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of this Agreement as if such provision were not included in this Agreement. 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.

8. Organization. KnowBe4 is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, has corporate power to carry on its business as it is now beingconducted, and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification or in which failure to so qualify would have a material adverse impact on it. No proceeding is pending, or to the knowledge of KnowBe4, threatened, involving KnowBe4, in which it is alleged that the nature of its business makes qualification necessary in any additional jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of November, 2016.

CITY OF REDONDO BEAC

Mayof

ATTES

KNOWBE4, INC.

By:

Name:

APPROVED:

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



CERTIFICATE OF LIABILITY INSURANCE

6/14/2022

DATE (MM/DD/YYYY) 6/17/2021

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

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

uns certificate does not come rights to the certificate holder in fied of such chaofsement(s).					
PRODUCER	Lockton Companies			CONTACT NAME:	
	1185 Avenue of the Amer	icas, Suite 2010		PHONE FAX (A/C, No, Ext): (A/C, No):	
	New York NY 10036 646-572-7300			E-MAIL ADDRESS:	
	040-372-7300			INSURER(S) AFFORDING COVERAGE	NAIC #
				INSURER A: Valley Forge Insurance Company	20508
INSURED 1488742	KNOWBE4, Inc. 33 N Garden Ave. Suite 1200			INSURER B: National Fire Insurance Co of Hartford	20478
				INSURER c: The Continental Insurance Company	35289
				INSURER D: Lloyd's Syndicate 2623 (Beazley Furlonge Limited)	
	Clearwater, FL 33755			INSURER E: Indian Harbor Insurance Company	36940
				INSURER F:	
COVEDA	GES	CEDTIEICATE NI IMBED.	17259510	DEVISION NUMBER: VVV	VVVV

COVERAGES CERTIFICATE NUMBER: 17358519 REVISION NUMBER: XXXXXXX

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

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	ISR ADDLISUBRI POLICY EFF POLICY EFF POLICY EXP						
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	N	N	7015153994	6/14/2021	6/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	N	N	7015154952	6/14/2021	6/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
	OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident) \$ XXXXXXX
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
							\$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR	N	N	7015159505	6/14/2021	6/14/2022	EACH OCCURRENCE \$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DED RETENTION \$ 10,000						\$ XXXXXXX
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	7015155552	6/14/2021	6/14/2022	X PER OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber/Prof Liab	N	N	W2773F210301	6/14/2021	6/14/2022	\$10,000,000 (primary & excess combined)
E	Cyber/Prof Excess Liab			MTE9041268 01	6/14/2021	6/14/2022	

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

CERTIFICATE HOLDER	CANCELLATION
17358519 EVIDENCE OF INSURANCE	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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AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND ERIC ARROYO.

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Eric Arroyo, an Individual ("Consultant" or "Contractor").

The parties hereby agree as follows:

- 1. <u>Description of Project or Scope of Services</u>. 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. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. 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. <u>Brokers</u>. 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. <u>City Property</u>. 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. <u>Inspection</u>. 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. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.
- 8. <u>Additional Assistance</u>. 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. <u>Professional Ability</u>. 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. <u>Business License</u>. 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.
- Termination Without Default. Notwithstanding any provision herein to the contrary, 11. 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. <u>Termination in the Event of Default</u>. 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. <u>Nonwaiver of Rights</u>. 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. <u>Waiver of Right of Subrogation</u>. 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. <u>Insurance</u>. 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. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. 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. <u>Limitations upon Subcontracting and Assignment</u>. 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. <u>Subcontractors</u>. 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. <u>Integration</u>. 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. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. 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. <u>Non-Exclusivity</u>. 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. <u>Exhibits</u>. 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. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 26. <u>Confidentiality</u>. 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. <u>Third Parties</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Claims</u>. 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. <u>Interpretation</u>. 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. <u>Severance</u>. 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. <u>Authority</u>. 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. <u>Waiver</u>. 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 21st day of June, 2022.

CITY OF REDONDO BEACH	ERIC ARROYO
William C. Brand, Mayor	By: Name: Eric Arroyo Title:
ATTEST:	
Eleanor Manzano, City Clerk	
APPROVED:	
Risk Manager	
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES:

Consultant shall perform the following services for sworn police applicants.

- Applicant background investigation conducting the following checks:
 a. Send out Local Area Record Checks to the following applicant applicable areas:
 - o Former and current residences
 - o Former and current educational areas
 - o Former and current military locations
 - o Family and Friends locations
 - o All other applicable locations found in the applicant's paperwork
 - Send out all former and current application for other agency inquiries
 - Send out military (if applicable) file requests
 - Check all Southern California Court Indexes manually
 - Check Megan's Law
 - Send out employer notices when applicable (i.e. to Target's legal department)
 - b. Type out the "skeleton" of the report (all non-investigatory, plug in information)
- 2. Applicant's complete work history and law enforcement application history review.
- 3. Correspondence with PHS listed references, family members, supervisors, coworkers, neighbors, landlords, etc.
- 4. Home visits are conducted in person. During this visit, the spouse or family members of the applicant are interviewed in person.
- 5. Obtain documentation of all information found and include this information in the final report. This information includes, but is not limited to:

- Personal identifiers and information
- Short autobiography of applicant
- Descriptive phrase responses directly from all relatives and references
- Education including high school, secondary schools, and any POST education
- Description of residence and documentation of neighbor / landlord contact
- Documentation of all employer contacts including all due diligence descriptions for ALL jobs during life of applicant
- Documentation of all applications with other agencies including outcome and detailed reviews of any background investigations examined in person
- Documentation of any and all military service including selective service registration, DD214 review, and military file request and/or review
 - Review of credit report and documentation of any and all issues
- Documentation of fingerprint requests, detailed accounts of any arrests including police reports, detailed accounts of any civil actions including court documents
 - Documentation including results from record checks from local agencies
 - Documentation of court indexes, Internet presence, and other issues found
- Documentation of all DMV information including detailed accounts of citations and/or accidents, and documentation of current insurance
- Documentation of all other issues pertinent to your decision making for issues that do not fit into the sections above
- An investigation conclusion that details any POST Dimensions found to be violated during the investigation – presented to you for review
- 6. Application background investigation completed within 30 to 45 days after receipt of complete package from police agency.

Consultant shall perform the following services for Non-sworn police applicants. "Mini Background" - Using the applicant's supplied paperwork, a TLOxp generated report, the Livescan results, and the polygraph information, a report using the following areas will be provided:

- Introduction
- Personal Information
 - o Name, address, phone, social security verifications
- Places Associated with the Applicant
 - o Court indexing check, local area checks, foreclosure checks, and eviction checks
- Criminal History
 - o From Livescan and TLOxp listing with explanations from the applicant
 - Motor Vehicle Operation
 - o With explanations from the applicant
- Job Specific Training and Certifications
 - o Includes verifications and printouts
 - Social Media Reviews
- Three Most Recent Employers

- o Includes contact with the most recent supervisor
- Judgment, Liens, Bankruptcy
 - o Verification and explanations
- Significant Paperwork Disclosures
- o A list of issues found in the applicant's paperwork along with explanations from the applicant
 - Polygraph Examination (at City's expense)
 - Written Summary of the entire background investigation.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

<u>Term</u>. This Agreement shall commence on June 21, 2022 and shall continue until June 20, 2023. The Agreement will automatically renew for year two (June 21, 2023 thru June 20, 2024) and year three (June 21, 2024 thru June 20, 2025), unless otherwise terminated by either party.

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT**. Total cost each year is not to exceed \$15,000.

a. Full Background \$1500 - total
b. Mini Background \$800 - total
c. Suspension of BG less than 12 hrs \$85.00 per hour

- 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**. City agrees to pay Consultant within thirty (30) days of receipt of the invoice.
- 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

Eric Arroyo Eric@ArroyoInvestigations.com (951) 800-8558 19510 Van Buren Blvd F3-192, Riverside Ca 92508

City

Chief of Police or designee 310-379-2477 401 Diamond Street Redondo Beach, CA 90277

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



Administrative Report

H.5., File # 22-4358 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE A THREE-YEAR AGREEMENT WITH YUNEX TRAFFIC TO PROVIDE TRAFFIC SIGNAL MAINTENANCE SERVICES FOR AN ANNUAL COST NOT TO EXCEED \$154,234 AND A TOTAL COST NOT TO EXCEED \$462,702, FOR THE TERM JULY 1, 2022 TO JUNE 30, 2025

EXECUTIVE SUMMARY

Approval of this item would award a three-year agreement to Yunex Traffic to provide traffic signal maintenance services. The annual cost for the services would not exceed \$154,234, including a 10% contingency. The total not-to-exceed amount for the three-year term would be \$462,702.

BACKGROUND

The City's three-year agreement with Siemens Mobility to maintain 54 traffic signals, 23 flashing red beacons, and 22 flashing yellow beacons throughout Redondo Beach will expire on June 30, 2022. On May 19, 2022, the Financial Services Department, on behalf of the Public Works Department, solicited proposals for a new three-year agreement. Responses to RFP Number 2122-019 were as follows:

St. Francis Electric \$153,360 Yunex Traffic \$154,234 Econolite Systems \$162,264 Bear Electrical Solutions \$168,604

The figures shown above are annual not-to-exceed costs, including a 10% contingency. In evaluating the proposals the following criteria were considered:

- Qualifications/experience
- Product quality
- References
- Cost

After reviewing all submittals, the Public Works Department concluded the proposal submitted by Yunex Traffic presents the best combination of the evaluative criteria. Siemens Mobility recently went through a restructuring and created Yunex Traffic as it's designated signal maintenance branch. The company has provided the City with quality, reliable services for the last three years. In addition, their proposed pricing is within 1% of the lowest proposal price and represents a 1.6% reduction in cost

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from the current agreement.

The proposed three-year agreement would begin on July 1, 2022, and end on June 30, 2025. The City would have the option to extend the agreement for an additional two years with terms to be negotiated.

COORDINATION

The Public Works Department coordinated this item along with the Financial Services Department. The City Attorney's Office prepared and approved the agreement as to form.

FISCAL IMPACT

The FY 2022-23 annual cost for traffic signal maintenance services would not exceed \$154,234, including a 10% contingency, and is 1.6% less than the current agreement's annual expense. The total cost for the three-year term of the agreement would not exceed \$462,702. Funding for the agreement is available in the Public Works Department's annual operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement



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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement

AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND YUNEX LLC

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Yunex LLC, a Delaware corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. <u>Description of Project or Scope of Services</u>. 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. <u>Term and Time of Completion</u>. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. <u>Compensation</u>. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. 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. <u>Brokers</u>. 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. <u>City Property</u>. 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. <u>Inspection</u>. 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. <u>Services</u>. 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. <u>Changes and Extra Work</u>. 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. <u>Professional Ability</u>. 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. <u>Business License</u>. 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. <u>Termination Without Default</u>. 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. <u>Termination in the Event of Default</u>. 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. <u>Nonwaiver of Rights</u>. 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. <u>Waiver of Right of Subrogation</u>. 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. <u>Insurance</u>. 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. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. 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 11/2 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. <u>Prevailing Wages</u>. 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. <u>Limitations upon Subcontracting and Assignment</u>. 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. <u>Subcontractors</u>. 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. <u>Integration</u>. 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. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. 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. <u>Non-Exclusivity</u>. 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. <u>Exhibits</u>. 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. <u>Confidentiality</u>. 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. <u>Third Parties</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Claims</u>. 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. <u>Interpretation</u>. 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. <u>Severance</u>. 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. <u>Authority</u>. 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. <u>Waiver</u>. 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 21st day of June, 2022.

CITY OF REDONDO BEACH, a chartered municipal corporation	YUNEX LLC, a Delaware limited liability company
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

CONTRACTOR'S DUTIES

Contractor shall perform the following maintenance and repair services ("Services") on an "as needed" basis for the City's traffic signals. Contractor shall provide a software system suitable for tracking status updates, documentation of work history, scheduled work and location of the Services.

A. Asset Management

Record and maintain an accurate inventory of City's major assets, including without limitation, cabinets, signal conflict monitor, video detection, fiber optic interconnect communications, uninterruptable power supply, and power supplies.

B. Maintenance

- 1. Provide a certified International Municipal Signal Association ("IMSA") employee to perform routine maintenance, as requested by the City, to ensure a properly functioning traffic signal system and related components.
- 2. Perform the maintenance at every traffic signal-controlled intersection within the City on a quarterly schedule, for a total of four maintenance inspections annually. Of the four inspections, three inspections shall be basic and routine maintenance performed quarterly as defined in Section 4, while one inspection shall be thorough and extensive performed annually as defined in Section 5.

3. Routine and Basic Maintenance (Performed Quarterly)

Perform the following services quarterly.

a. Signal Heads

- i. Inspect alignment of signal heads.
- ii. Inspect condition of back plate.
- iii. Inspect the operation/function of all lamps.
- iv. Inspect overall condition of signal heads.
- v. Replace or repair signal heads and associated parts if the components are not working.

b. Pedestrian Signal Heads

- i. Inspect alignment of pedestrian signal heads.
- ii. Inspect the operation/function of pedestrian signal heads.
- iii. Inspect overall condition of pedestrian signal heads.
- iv. Replace or repair pedestrian signal heads and associated parts if the components are not working.

c. Pedestrian Push Buttons

- i. Inspect condition of pedestrian push buttons.
- ii. Inspect the operation/function of pedestrian push buttons.
- iii. Replace or repair pedestrian push buttons and associated parts if the components are not working.

d. Traffic Signal Standards

- Inspect condition of traffic signal standards for missing parts or visible/structural damage. Report to City missing parts or visible/structural damage on traffic signals and/or standards.
- ii. Inspect condition of hand hole covers and replace missing hand hole covers.

e. Pull-Boxes

- i. Inspect condition of pull-boxes.
- ii. Inspect the record of pull-box type including size and covers.
- iii. Replace or repair pull-boxes, covers and associated parts if the components are not working.

f. Highway Safety Lights

- i. Inspect the condition of highway safety lights for visible/structural damage. Report to City any visible/structural damage to highway safety lights and/or standards.
- ii. Inspect the operation/function of highway safety lights. Report to City any non-functioning lights indicating the total number and location of non-functioning highway safety lights per intersection.
- iii. Replace or repair highway safety lights and associated parts if the components are not working.

g. Detector Loops

Inspect the condition of loops and pavement.

h. Controller Cabinet

- i. Inspect the condition of controller cabinet for visible/structural damage.
- ii. Inspect the condition of service. Report to City any issues with service including visible/structural damage and condition.
- iii. Inspect the condition and functionality of battery backup system. Report to City any issues with battery backup system including visible/structural damage and condition.
- iv. Clean inside of controller cabinet, including vacuuming and replacing the air filter if unclean

i. Signs/Striping Supporting Traffic Signals

Inspect the condition of existing signs for visibility issues (faded). Report to City condition of existing signs.

4. Overall Operation of Intersection (Performed Annually)

Inspect the items described in this Section 4 and perform the following services.

a. Controller Cabinets

- i. Check traffic signal controller timing and verify with the timing sheets provided in controller cabinet.
- ii. Check internal controller battery.
- iii. Check conflict monitoring unit and associated functions.
- iv. Check power supply for proper functionality.
- v. Check all detection (loop or video) for proper functionality.
- vi. Check cabinet fan and light for proper functionality.
- vii. Check police panel lock.
- viii. Check cabinet documentation.
- ix. Check battery backup system for proper functionality. Report to City any issues with battery backup system including visible/structural damage and condition.
- x. Replace or repair controller cabinet associated parts if the components are not working.

b. Service

- i. Check supply voltage.
- ii. Check connections to circuit breaker.
- iii. Check connections to ground.
- iv. Clean inside/outside of the cabinets.
- v. Replace or repair service associated parts if components are not working.
- vi. Provide the necessary parts and accessories to perform the work described herein.
- vii. Address routine maintenance issues with minimal impact to the City's operations.

C. Extraordinary Emergency Maintenance

- 1. Provide emergency services 24 hours a day and seven days a week.
- 2. Respond within two hours of City's notice of emergency.
- 3. Provide notice regarding any extraordinary maintenance work to the City. Upon City's approval, Contractor shall perform the extraordinary maintenance.

- 4. Provide notice to the City if any equipment is moved or replaced due to the extraordinary maintenance within 24 hours of Contractor's extraordinary maintenance work.
- 5. Provide the necessary parts and accessories to perform the work described herein.

D. Dispatch and Response Services

- 1. Provide the City access to the 24 hour seven days a week phone service to report outages or emergency services to the Contractor's dispatch center.
- 2. Respond and provide service 24 hours a day, seven days a week.
- 3. Respond to City's notice of any repair and maintenance issues within two hours and provide an estimated time of arrival. The two-hour window excludes conditions beyond Contractor's reasonable control, including disasters (natural or otherwise), laws or regulations, fire, riots, and acts of war.

E. Maintenance Records

- Prepare a maintenance record of all service calls and (emergency or routine), work performed on the traffic signal facilities, including but not limited to, findings, repair(s) made, manufacturer information and work times/hours for each traffic signal facility. List the dates, arrival and departure times, reason for visit, and observations and/or work performed in the record.
- 2. Maintain a copy of the record at each traffic signal location, including but not limited to, each traffic signal intersection, flashing beacon, and vehicle speed feedback sign location.
- 3. Prepare a separate record that will detail the emergency service, findings, repair(s) made, repair order number, and arrival departure times for each traffic signal intersection.
- 4. Upon City's request, provide a full report and status of all service calls (emergency or routine), work performed, findings, repair(s) made, manufacturer information and work times/hours for every traffic signal facility to the City. If the Contractor utilizes an electronic database or management system to document and log records/requests, it shall record all field activity and make the database/management system available to the City 24 hours a day and seven days a week in real time and archive this record in perpetuity.

F. Activity Report

- 1. Prepare two quarterly activity reports, which shall include a complete record of all work performed on the City's traffic signal facilities. Provide the quarterly activity reports to the City.
- 2. Upon the City's request, provide activity reports in real time to the City. If the Contractor utilizes an electronic database or management system to log activity reports, it shall make the database/management system available to the City 24 hours a day and seven days a week in real time and provide the file in acceptable formats including Microsoft Excel or PDF.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of the Agreement shall commence on July 1, 2022 and expire June 30, 2025.

EXHIBIT "C"

COMPENSATION

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

A. RATES. Contractor shall be paid in accordance with the following rate schedule.

1	Routine Maintenance	Cost
а	Each traffic signal controller per inspection, location, and visit.	\$89.00
b	Each pole mounted flashing beacon per inspection, location, and visit.	\$43.00
С	Each mast arm mounted flashing beacon, per inspection, location, and visit.	\$43.00
2	Extraordinary Maintenance	Cost
а	Replacement of burned-out intersection lights, including safety lights (lamp only) at time of PM or on Scheduled Repair.	\$75.00
b	Replacement of burned-out IISNS lamp at time of PM or on Scheduled Repair.	\$52.00
С	Replacement of standard 6' x 6' detector loops including sawcut leadin and cable splicing: (four loops), including costs of installing a bicycle detector loop in front.	\$750.00
d	Replacement of Walkman/Hand pedestrian signals (Pedestrian signal LED's provided by City)/at time of PM or on Scheduled Repair.	\$58.00
е	Installation of complete new pedestrian heads with clamshell mountings: (Pedestrian signal LED's provided by City)/at time of PM or on Scheduled Repair.	\$450.00
f	Complete testing of traffic signal controller cabinet including all internal equipment and written certification: without battery backup system ("BBS")	\$990.00
g	Replacement of burned-out City owned street lamp at time of PM or on Scheduled Repair.	\$75.00
h	Installation of new three-section traffic signal head, with 12 inch LED lenses (provided by City), backplates, and frameworks at time of PM or on Scheduled Repair.	\$495.00
i	Repositioning, realignment, and detection checking of video detection camera/replacement at time of PM or on Scheduled Repair.	\$82.50
j	Cleaning of certain parts, including but not limited to, detection camera, lens, and cover per inspection, location, and cleaning.	\$67.50
k	Cleaning of microwave detection unit on signal mast arm or signal pole per location and cleaning.	\$84.00
I	Cleaning of microwave detection unit on pole located 10 feet or less height per location and cleaning.	\$84.00
m	Painting of pedestrian head and signal heads including frame works and painting at PM or Scheduled Repair.	\$102.00
n	Painting signal controller cabinet and Type II electric service cabinet.	\$675.00

2	Extraordinary Maintenance	Hourly Rate
0	Painting signal controller cabinet and Type III electric service cabinet.	\$755.00
3	Material and Parts	Markup
а	Supplier's invoiced amount plus percentage markup	15%
4	Labor	Hourly Rate
а	Traffic Signal Maintenance Superintendent	\$134.00
b	Traffic Signal Maintenance Superintendent - Overtime	\$158.00
С	Traffic Signal Technician	\$130.00
d	Traffic Signal Technician - Overtime	\$162.00
е	Traffic Signal Technician – Double Time	\$195.00
f	Technician Maintenance	\$115.00
g	Technician Maintenance - Overtime	\$137.00
h	Technician Maintenance – Double Time	\$162.00
I	Traffic Signalman	\$115.00
j	Traffic Signalman - Overtime	\$137,00
k	Traffic Signalman – Double Time	\$162.00
I	Laborer	\$110.00
m	Laborer - Overtime	\$155.00
n	Laborer – Double Time	\$155.00
0	Traffic Signal Apprentice	\$115.00
р	Traffic Signal Apprentice - Overtime	\$137.00
q	Traffic Signal Apprentice – Double Time	\$162.00
5	Equipment	Hourly Rate
а	Pickup Truck	\$15.00
b	Service Truck	\$25.00
С	Service/LadderTruck	N/A
d	Boom/Bucket Truck	\$35.00
е	Crane - 18 ton (Four Hour Minimum)	\$260.00
f	Concrete Saw	\$5.00
g	Air Compressor with Tools	\$5.00
h	Water Truck	\$5.00
6	Extraordinary Emergency Service	Hourly Rate and Markup
а	Additional emergency maintenance, including but not limited to, replacement of controller cabinets, and cameras and controllers.	Unless otherwise provided herein, Contractor shall charge the hourly rate and materials/parts markup as described in Sections 3 and 4 of this table.

In the event Contractor must rent equipment for its services, including concrete saws and water trucks, Contractor shall charge the lower of the local prevailing rental rate or the Contractor's cost plus a 15% markup. Contractor shall use best efforts to negotiate the lowest rental rates for the equipment.

- B. **NOT TO EXCEED AMOUNT**. In no event shall the total amount paid to Contractor exceed the amount of \$154,234 per year for a total of \$462,702 during the entire term of the Agreement.
- C. METHOD OF PAYMENT. Contractor shall submit provide monthly invoices indicating the date of service, equipment purchased and markup (if applicable), staff assigned, hours worked, applicable rate, and the services and tasks performed during the prior month. Contractor shall attach supporting documentation, including without limitation, receipts for equipment purchased and subcontractors' bills to the City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- D. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- E. **SCHEDULE FOR PAYMENT**. Subject to City satisfaction, City agrees to pay contractor within thirty (30) days of receipt and approval of Contractor's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- F. **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: Yunex LLC

2250 Business Way Riverside, CA 92501 Attention: Steven Teal

City: City of Redondo Beach

Public Works Department, Engineering Division

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:

<u>Additional Insured Endorsement:</u>

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.6., File # 22-4365 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH ROBERTSON INDUSTRIES TO REPLACE THE PLAYGROUND SURFACING AT PERRY PARK, ANDREWS PARK, AVIATION PARK AND TURTLE PARK FOR A TOTAL COST NOT TO EXCEED \$228,885

EXECUTIVE SUMMARY

Approval of this recommendation would approve an agreement for replacement of the playground surfacing at Perry Park, Andrews Park, Aviation Park and Turtle Park. The existing surfacing at these parks has exceeded its expected life and is in poor condition. If approved, Pour In Place rubberized safety surfacing would be installed by Robertson Industries for a cost not to exceed \$228,885. Funding for the maintenance work is available in the Capital Projects Fund.

BACKGROUND

The playground surfacing at Perry Park, Andrews Park, Aviation Park and Turtle Park is in poor condition and is visibly deteriorated in multiple areas. In the case of Perry Park, portions of the surface contain sand, which doesn't meet ADA requirements. Staff obtained a proposal from Robertson Industries of Tempe, Arizona, to perform the following work for a total cost not to exceed \$228.885:

- Remove and dispose of existing surfacing
- Install and compact an aggregate sub base
- Provide and install IPEMA certified Pour in Place rubberized safety surfacing

As the surfacing replacements are considered maintenance rather than public works construction, formal competitive bidding is not required by the Municipal Code. The proposed pricing satisfies the City's competitive purchasing requirements through the vendor and City's membership in the Omnia Partners cooperative purchasing program.

COORDINATION

The Public Works Department coordinated this item with the Community Services and Financial Services Departments. The City Attorney's Office prepared the agreement as to form.

FISCAL IMPACT

The cost to replace playground surfacing at Perry Park, Andrews Park, Aviation Park and Turtle Park will not exceed \$228,885. Funding for the maintenance work is available in the Play Surface

H.6., File # 22-4365 Meeting Date: 6/21/2022

Replacement Capital Improvement Project account.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement



Administrative Report

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H.6., File # 22-4365 Meeting Date: 6/21/2022

Replacement Capital Improvement Project account.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND ROBERTSON INDUSTRIES, INC.

PURCHASE AND INSTALLATION OF PLAYGROUND SURFACING FOR AVIATION PARK, PERRY PARK, ANDREWS PARK AND TURTLE PARK

The following contract ("Contract") is made and entered into as of June 21, 2022 by and between the City of Redondo Beach, a chartered municipal corporation ("City") and Robertson Industries, Inc., an Arizona corporation ("Contractor") ("Effective Date"). City and Contractor are referred to herein as the "Parties." Contractor's DIR registration number is 1000002700.

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties agree as follows:

1. GENERAL SCOPE OF WORK; TERM; TERMINATION: Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the installation/replacement of playground surfacing at Aviation Park, Perry Park, Andrews Park and Turtle Park, consistent with the Scope of Work, attached hereto as **Exhibit A**. The installation is to be performed in good and workmanlike manner and in accordance with any further written instructions, if any, of the City Engineer or his designated representative. The term of this Contract shall commence upon the Effective Date and, unless terminated as provided herein; shall continue until all required work is completed; fully executed releases as to any and all lien rights of any and all subcontractors have been received by City; and the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against City has expired.

City will not pay for any services not specified in the Scope of Work, unless the City Council or the City Engineer, if applicable, and the authorized Contractor representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Engineer shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties.

City may terminate this Contract, without cause, at any time by providing Contractor with not less than 30 days' prior written notice. Provided Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received.

2. TIME OF COMPLETION; LIQUIDATED DAMAGES. Notwithstanding any other provision of this Contract, the completion date for this Work shall be on or before June 21, 2023 ("Completion Date"). Time is of the essence in this Contract.

MAPPLICABLE – or − NOT APPLICABLE

Contractor agrees to the assessment of liquidated damages in the amount of \$250 for each calendar day the work remains incomplete beyond the Completion Date. City may deduct the amount thereof from any monies due or that may become due Contractor under this Contract. Progress payments made after the scheduled Completion Date shall not

- constitute a waiver of liquidated damages. Liquidated damages are not intended to compensate City for consequential damages which City may incur from other Contractor delay claims resulting from Contractor's delay in the performance of this Contract.
- 3. INCORPORATION OF STANDARD SPECIFICATIONS. The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications") is incorporated herein by this reference. In the event of any conflict between this Contract and the Standard Specifications, the provisions of this Contract shall control.
- 4. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: All Exhibits attached hereto are incorporated herein by reference. The documents, bonds, City insurance requirements, together with this written contract (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Contract. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
- 5. FEE SCHEDULE: Terms of payment and other applicable terms and conditions are in **Exhibit B** Fee Schedule. City shall pay to Contractor for furnishing the material and doing the prescribed work in accordance with **Exhibit B**. In no event shall Contractor be paid more than \$228,885 (the "Maximum Compensation").
- 6. INSURANCE: Contractor shall not commence work under this Contract until it has obtained insurance with the minimum limits and coverage required under **Exhibit C**, City Insurance Requirements, in a company or companies acceptable to City. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall provide evidence of the required insurance to City's Risk Manager as specified in **Exhibit C**.
- 7. PREVAILING WAGES: Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The document titled "Labor Code and Prevailing Wage Requirements" is attached hereto as **Exhibit D**. Contractor shall comply with all provisions of **Exhibit D**.
- 8. BONDS: Contractor shall obtain and submit to City a signed and notarized copy of a payment bond, in an amount that is not less than 100% of the Maximum Compensation, and nothing in this Agreement shall excuse this requirement. The required Payment Bond (Labor and Materials) form is attached hereto as **Exhibit E**.
- 9. RESOLUTION OF DISPUTES: In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall

proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records of all disputed work, claims and other disputed matters. For purposes of this section, a "claim" means a separate demand by Contractor for a time extension, payment of money or damages arising from work done by or on behalf of Contractor pursuant to this Contract which is not otherwise expressly provided for, or an amount which is disputed by City. Redondo Beach Municipal Code Chapter 2.11, governing claims and actions against City, shall govern the procedures of the claim process, and the provisions of Redondo Beach Municipal Code Chapter 2.11 are hereby incorporated herein.

10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

<u>Indemnity for Design Professional Services</u>. To the fullest extent permitted by law, a. Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

b. <u>Other Indemnities</u>.

Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the

Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).
- 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities. Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- c. <u>Workers' Compensation Acts Not Limiting</u>. Contractor's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- d. <u>Insurance Requirements not Limiting</u>. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply

- regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.
- e. <u>Survival of Terms</u>. The indemnification in this Section shall survive the expiration or termination of this Agreement.
- 11. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of age, disability, race, color, religion, sex, sexual orientation or national origin of such persons, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code.
- 12. LICENSES: Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Pursuant to Public Contract Code Section 3300, at all times during the term of this Contract, Contractor or its installation subcontractor shall possess a Class A or Class B California contractor's license.

Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.

- 13. 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.
- WARRANTY. For all products 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.
- 15. ANTITRUST CLAIMS: Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action

it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT: All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in City pursuant to the paragraph directly above.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the project, Contractor shall deliver to City all Written Products and other deliverables related to the project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

- 17. THIRD-PARTY CLAIM: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Contract. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).
- 18. INDEPENDENT CONTRACTOR: Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's employees except as set forth in this Contract, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 19. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
- 20. GOVERNING LAW AND VENUE: Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.
- 21. ATTORNEYS' FEES: If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the

prevailing party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

22. NOTICES: Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

To CITY:

City of Redondo Beach Public Works Department 531 N. Gertruda Avenue Redondo Beach, California 90277 Attention: Deputy Director Telephone: (310) 318-0686

To CONTRACTOR:

Robertson Industries, Inc. 2414 West 12th Street, Suite 5 Tempe, AZ 85281 Attention: Vince Brantley Telephone (714) 904-8219

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

- 23. ENTIRE AGREEMENT: This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
- 24. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES: Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the

making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. SEVERABILITY: Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF REDONDO BEACH	CONTRACTOR
	ROBERTSON INDUSTIES, INC. 2414 West 12th Street, Suite 5 Tempe, AZ 85281
Dated: By: William C. Brand, Mayor ATTEST:	By: C58258F4CE39403 Richard Hawley Vice President of Sales Telephone: (800) 858-0519
Eleanor Manzano, City Clerk	
APPROVED:	Emergency Phone Number at which Contractor can be reached at any time: (417) 669-8219
Diane Strickfaden, Risk Manager	
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	_

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* Evidence of authority to bind Contractor required.

Exhibit A

SCOPE OF WORK

CONTRACTOR'S DUTIES

- 1. <u>Project Description.</u> Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the removal and replacement of playground surfacing at the City parks Aviation Park, Perry Park, Andrews Park and Turtle Park (collectively the "Parks"). Contractor shall provide the following services.
 - a. Provide temporary fencing for duration of project.
 - b. Remove and dispose of existing surfacing materials.
 - c. Furnish, install and compact an aggregate sub base.
 - d. Furnish and install new IPEMA Certified Pour In Place (PIP) Rubberized Safety Surfacing per ADA, ASTM and IPEMA Standards.
 - e. Size the playground areas for the Parks as follows:
 - 1) Aviation Park: 1,256 square feet
 - 2) Perry Park: 6,840 square feet
 - 3) Andrews Park: 1,256 square feet
 - 4) Turtle Park: 675 square feet
 - f. Color the playground surfaces for the Parks as follows:
 - 1) Aviation Park: 50% Terracotta & 50% Black
 - 2) Perry Park: 50% STD EPDM TBD& 50% Black Aromatic
 - 3) Andrews Park: 50% Terracotta & 50% Black
 - 4) Turtle Park: 50% Blue & 50% Black
 - g. Provide overnight Security Guard for each of the Parks.
 - h. Provide staging and access to be within 100 linear feet and do not use stairs unless noted above.
- 2. <u>Submittals</u>. Contractor shall provide a list of submittals for the pertinent products, equipment and materials to the City for review and approval for the final maintenance documents within three weeks of the City's Notice to Proceed.

- 3. <u>Maintenance</u> Contractor shall provide the following maintenance services to the satisfaction of the City.
 - a. Obtain and enforce no fee City Engineering permit.
 - b. Attend Pre-maintenance meeting with the City to discuss the project schedule, schedule of costs, inspection coordination, staging area, and related issues.
 - c. Attend maintenance meetings as determined by the City to review progress and related issues.
 - d. Make appropriate contact to ensure site utilities have been located prior to excavation and trenching. Repair any such damage to existing utilities during maintenance.
 - e. Provide materials, equipment and labor to remove and legally dispose of existing sand, PIP surfacing, subbase, and footing foundations. Back fill and compact subbase as required.
 - f. Keep all heavy equipment off the surrounding grass surfaces when possible.
 - g. Coordinate and obtain approval for all required inspections.
 - h. Provide CPSI certification for the new playground surfacing to the City's satisfaction.
- 4. <u>Operation and Warranty Services</u>. Contractor shall provide the following operation and warranty services.
 - a. Provide the project as-built drawings as follows: (1) hard copy on mylars, (1) digital copy in AutoCAD (.dwg) format and (1) digital copy in pdf format.
 - b. Provide all applicable assurance, guarantee, and warranty program information that covers all playground surfacing materials.

CITY'S DUTIES

- 1. Coordinate work schedule with Contractor and park user groups.
- 2. Provide reasonable access to the site.
- 3. Provide access to water, parking, and material storage area.
- 4. Remove any trees, limbs, shrubs, and other items for reasonable access to the site.
- 5. Discuss potential damages resulting from necessary maintenance prior to Contractor's work commencing on the site.
- 6. Locate and mark existing irrigation systems prior to excavation as necessary.

7. Perform the CPSI audit.

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Exhibit B

FEE SCHEDULE

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as follows.

1. AMOUNT

Task	Not to Exceed Amount
Site Preparation	\$59,828
Playground Surface and Pour in Place (PIP) Surfacing	\$94,490
Playground Surface Tax (9.5%)	\$9,919
Installation Services	\$56,070
Security	\$3,940.00
Bonding	<u>\$4,488</u>
City of Redondo Beach Business License	\$150
Total Project Cost	\$228,885

- 2. **METHOD OF PAYMENT**. Contractor shall provide monthly invoices to City for approval and payment. Contractor shall submit to the City a Schedule of Costs showing cost of each task on the Project Schedule for review within 10 working days from the starting date in the Notice to Proceed. Upon City's approval, the Schedule of Costs will be used as a basis for monthly payment requests; provided, however, that no payment shall exceed the amounts provided in Section 1 of this Exhibit B. Invoices must be based on the Contractor and/or subcontractor task performed and fee for the task (pro-rated if not completed within the month) in the month prior to the invoice submission. Contractor shall submit two hard copies of the invoice. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.
- 3. **SCHEDULE FOR PAYMENT**. Payments will be made monthly in arrears based upon task completed to City's reasonable satisfaction. City agrees to pay Consultant within (30) days of receipt and approval of monthly invoices.

Exhibit C

CITY INSURANCE REQUIREMENTS

- A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
 - 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit C.
 - 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.
- B. <u>Acceptability of Insurers</u>. The insurance policies required under this Exhibit C shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under Exhibit "C".
- C. <u>Additional Insured</u>. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. 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".
- D. <u>Primary and Non-Contributing</u>. The insurance policies required under Contract shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Contract shall not prohibit Contractor and Contractor's employees, agents or subcontractors from

waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

- F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- G. <u>Cancellations or Modifications to Coverage</u>. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by Contract during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under Contract is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Contract in full force and effect during the term of this Contract, or in the event any of Contractor's policies do not comply with the requirements under **Exhibit C**, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.
- I. Evidence of Insurance. Prior to the performance of Services under this Contract, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under Contract. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.
- J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Contract.
- K. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit C**.

Exhibit D

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
- 4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
- 7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after

concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

- 8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
- 9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
- 11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Exhibit E

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:				
WHEREAS the City of Redondo Beach ("City"), State of California, has awarded to ("Principal") a contract (the "Contract") to				
WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.				
NOW, THEREFORE, we, the undersigned Principal, and				
(Name and address of Surety)				
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of				
for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.				
It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.				

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

CITY OF REDONDO BEACH	ROBERTSON INDUSTRIES, INC.
William C. Brand, Mayor	By: Name: Richard Hawley Vice President of Sales
ATTEST:	APPROVED:
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2022

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	CONTACT		
Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400	NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321	INSURER(S) AFFORDI	05070	
CN102326389-RI-GAUWX-21-22	INSURER A : Evanston Insurance Company		
INSURED Robertson Industries, Inc.	INSURER B: Indemnity Ins Co Of North Ame	erica 43575	
Attention: Maria Townson	INSURER C : ACE Properly And Casualty Ins	s Co 20699	
2414 W, 12th Street	INSURER D : ACE American Insurance Comp	pany 22667	
Suite 5 Tempe, AZ 85281	INSURER E: National Union Fire Ins Co. of F	Pittsburgh PA 19445	
	INSURER F : ACE Fire Underwrilers Insurance	ce Company 20702	

COVERAGES

CERTIFICATE NUMBER:

ATL-005441478-00

REVISION NUMBER: 0

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 REDUICED BY PAID CLAIMS

NSR LTR		TYPE OF INSURANCE	ADDL S	UBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	Х	COMMERCIAL GENERAL LIABILITY			MKLV2PBC001196	08/01/2021	08/01/2022	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X	SIR \$50,000 Per Occ.						MED EXP (Any one person)	\$	EXCLUDED
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:						POLICY AGGREGATE	\$	10,000,000
В	AUT	OMOBILE LIABILITY			CAL H25558030	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								Comp/Coll Ded: \$1,000	\$	
C	Х	UMBRELLA LIAB X OCCUR			XEUG71549501 003	08/01/2021	08/01/2022	EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE			RETENTION Umb Catastrophe \$25,000			AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 0							\$	
D		KERS COMPENSATION			WLR C67821956	08/01/2021	08/01/2022	X PER OTH- STATUTE ER		
D	ANY	EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE Y/N			SCF C67821919	08/01/2021	08/01/2022	E.L. EACH ACCIDENT	\$	1,000,000
F	(Man	CER/MEMBER EXCLUDED?	N/A		SCF C67821877	08/01/2021	08/01/2022	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below			(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	.\$	1,000,000
Ε		ss Umbrella			BE 016159343	08/01/2021	08/01/2022	Each Occurrence		15,000,00
	SIR:	\$25,000 Per Project						Aggregate		15,000,00

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

RE: PURCHASE AND INSTALLATION OF PLAYGROUND SURFACING FOR AVIATION PARK 20-29800, PERRY PARK 20-29801, ANDREWS PARK 22-34154, AND TURTLE PARK 22-35148

City of Redondo Beach is listed as additional insured in regards to services performed by the Insured, on a primary and non-contributory basis on the General

Liability (via CG 2010 & CG 2037) and Automobile Liability (via DA-9U74c) policies, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on the Workers Compensation policy, when required by written contract.

CERTIFICATE HOLDER	CANCELLATION		
City of Redondo Beach Public Works Dept. 531 N. Gertruda Avenue 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 of Marsh USA Inc.		
- V	John Whitle		

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INSURED: PLAYCORE GROUP, INC

POLICY EFFECTIVE DATES: 08-01-2021 - 08-01-2022

POLICY NUMBER: MKLV2PBC001196

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not sho	own 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" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 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.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **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 after:

- 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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

INSURED: PLAYCORE GROUP, INC.

POLICY EFFECTIVE DATES: 08-01-2021 - 08-01-2022

POLICY NUMBER: MKLV2PBC001196

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

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 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All Locations
Information required to complete this Schedule, if not	t 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" 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".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured	Playcore Group, In	c.	Endorsement Number 1		
Policy Symbol CAL	Policy Number H25558030	Policy Period 08/01/2021 TO 08/01/2022	Effective Date of Endorsement		
	Issued By (Name of Insurance Company) Indemnity Insurance Co of North America				

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative	•

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc. POLICY NUMBER		NAMED INSURED		
		Robertson Industries, Inc. Attention: Maria Townson 2414 W. 12th Street Suite 5 Tempe, AZ 85281		
CARRIER	NAIC CODE	10mp0) & 00201		
		EFFECTIVE DATE:		
ADDITIONAL REMARKS				

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ____25 FORM TITLE: Certificate of Liability Insurance Workers' Compensation (Continued): WLR C67821956 (AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA) SCF C67821919 (CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX) SCF C67821877 (WI) Workers Compensation SIR of \$150,000



Administrative Report

H.7., File # 22-4287 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2206-038, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE NINETY FOUR THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS (\$94,725) IN SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FUNDS TO THE SOLID WASTE INTERGOVERNMENTAL GRANTS FUND

EXECUTIVE SUMMARY

City Council authorized staff to apply for funding from the Department of Resources, Recycling and Recovery (CalRecycle) and the City of Redondo Beach has been awarded \$94,725 in SB 1383 Local Assistance Grant Program (OWR1) grant funds.

BACKGROUND

The City Council authorized staff to apply for funding from the Department of Resources, Recycling and Recovery (CalRecycle) through Resolution No. CC-2112-122 a resolution of the City Council of the City of Redondo Beach, authorizing submittal of the funding request and certification to the Department of Resources Recycling and Recovery. Staff applied for, and the City was awarded funding in the amount of \$94,725 in SB 1383 Local Assistance Grant Program grant funds. Public Works will coordinate this grant and intends to utilize the funds for capacity planning, edible food recovery, education and outreach, enforcement and inspection, procurement requirements and record keeping to assist with the implementation requirements associated with SB 1383.

COORDINATION

Public Works will coordinate all grant administrative activities with the Financial Services Department in accordance with City policy. The resolution has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The City will receive \$94,725 in SB1383 Local Assistance Grant Program Funds.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Resolution

H.7., File # 22-4287 Meeting Date: 6/21/2022

Award Notification Exhibit A- Terms and Conditions Exhibit B - Procedures and Requirements



Administrative Report

H.7., File # 22-4287 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Resolution

H.7., File # 22-4287 Meeting Date: 6/21/2022

Award Notification Exhibit A- Terms and Conditions Exhibit B - Procedures and Requirements

RESOLUTION NO. CC-2206-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2021-2022 FISCAL YEAR BUDGET MODIFICATION TO APPROPRIATE NINETY FOUR THOUSAND SEVEN **HUNDRED TWENTY FIVE DOLLARS (\$94,725) IN SB 1383** LOCAL ASSISTANCE GRANT PROGRAM FUNDS TO THE SOLID WASTE INTERGOVERNMENTAL GRANTS FUND

WHEREAS, it is the intention of the City Council of the City of Redondo Beach ("City") to review the adopted budget from time to time; and

WHEREAS, the City's adopted budget needs to be modified from time to time to appropriate monies from state or federal grants to City funds for allowable expenditures; and

WHEREAS, the City has received an allocation of \$94,725 in SB 1383 Local Assistance Grant Program funding for the period of April 27, 2022 through May 2, 2024; and

WHEREAS, the City has approved the receipt and appropriation of past grant funding for similar Public Works programs; and

WHEREAS, the City intends to use these funds for capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, procurement requirements, and record keeping to assist with the implementation of regulation requirements associated with SB 1383; and

WHEREAS, the City's adopted budget needs to be modified to appropriate the unanticipated revenues to fund the Public Works equipment, supplies and services.

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

SECTION 1. That the amounts allocated in the budget for Fiscal Year 2021-2022 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2021-2022 is modified to appropriate \$94,725 from the SB 1383 Local Assistance Grant Program funding to the Solid Waste Intergovernmental Grants Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed and instructed to correct the budget records of said City for FY 2021-2022 in accordance with the above modifications.

SECTION 3. 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 21st day of June, 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 CITY OF REDONDO BEACH)) ss)
Resolution No. CC-2206-038 was peach, California, at a regular me	the City of Redondo Beach, California, do hereby certify that passed and adopted by the City Council of the City of Redondo eting of said City Council held on the 21st day of June, 2022 and by the Mayor and attested by the City Clerk, and that said owing vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Eleanor Manzano, CMC City Clerk	

From: <u>Jesse Reyes</u>
To: <u>Andrea Delap</u>

Subject: FW: SB 1383 Local Assistance Grant Program (OWR1) – City of Redondo Beach – Award Notification

 Date:
 Wednesday, April 27, 2022 2:41:49 PM

 Attachments:
 Expenditure Itemization Summary.xlsx

Importance: High

FYI

From: Hayashida, Jill@CalRecycle <Jill.Hayashida@calrecycle.ca.gov>

Sent: Wednesday, April 27, 2022 2:31 PM **To:** Jesse Reyes < Jesse.Reyes@redondo.org>

Cc: Ted Semaan < Ted. Semaan@redondo.org>; mike.witzanksy@redondo.org

Subject: SB 1383 Local Assistance Grant Program (OWR1) – City of Redondo Beach – Award

Notification

Importance: High

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

Congratulations! The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the first round of the SB 1383 Local Assistance Grant Program. The Grant Award package consists of the following:

- Exhibit A Terms and Conditions (<u>Exhibit A</u>)
- Exhibit B Procedures and Requirements (<u>Exhibit B</u>)

Your specific award amount is \$94,725.

Please note that your budget and activities have not yet been approved. I will be reaching out to you in the next few weeks to revise your budget and discuss eligible and ineligible costs. I strongly suggest that you wait to incur costs until after our conversation. If costs are incurred prior and it is determined that an item is ineligible, it will not be approved.

The grant award is subject to the condition as stated in the Request for Approval of Awards for OWR1 Program (RFA). If the recommended grantee does not pay or bring current all outstanding debts or scheduled payments owed to CalRecycle within 60 calendar days of the date of this letter, then the proposed grantee will not have met the required conditions, and the award will be void.

Please retain all Grant Award package documents, which include Exhibits A and B for your records.

If you have any questions, please contact me at (916) 341-6814 or <u>Jill.Hayashida@CalRecycle.ca.gov</u>.

I look forward to your participation in this grant program.

Sincerely,

Jíll Hayashída Grant Manager CalRecycle

Exhibit A Terms and Conditions

SB 1383 Local Assistance Grant Program Fiscal Year 2021–22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.
- Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:
- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable. If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

(a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle

- approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless preapproved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to

CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



Exhibit B Procedures and Requirements SB 1383 Local Assistance Grant Program

First Round Funding
Fiscal Year 2021–22

Copies of these Procedures and Requirements must be shared with both the Grantee's Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

April 1, 2022: Grant Term Begins: Date CalRecycle sends the award email

October November 3, 2022: Expenditure Itemization Summary 1 Due

 Covering expenses from April 1, 2022, the Grant Term Start Date through October November 2, 2022

April May 3, 2023: Expenditure Itemization Summary 2 Due

 Covering expenses from October November 3, 2022, through April May 2, 2023

October November 2, 2023: Expenditure Itemization Summary 3 Due

 Covering expenses from April May 3, 2023, through October November 1, 2023

April May 2, 2024: Expenditure Itemization Summary 4 Due

Covering expenses from October November 2, 2023, through May 2, 2024

April May 2, 2024: Final Report Due

 Covering activities from April 1, 2022 the Grant Term Start Date through April May 2, 2024

April May 2, 2024: Grant Term End

Note: These dates are subject to change. If they change, Grant Managers will notify the Awardees immediately.

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at CalRecycle's WebPass page (https://secure.calrecycle.ca.gov/WebPass/).

Accessing the Grant

Grantees must <u>log in to GMS</u> (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab**: Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- Payment Request tab: Grantee uploads expenditure documentation.
- Reports tab: Grantee uploads required reports.
- **Documents tab**: Grantee uploads all other grant documents that are not supporting documents for an expenditure or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the "Allow Access" check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant, they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050 of Title 14 (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the <u>CalRecycle Unreliable Contractor List</u> (https://www.calrecycle.ca.gov/Funding/Unreliability/) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from <u>CalRecycle's Grant Forms web page</u> (https://www.calrecycle.ca.gov/Funding/Forms/).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

- **1.** Go to the **Reports** tab.
- 2. Click on Reliable Contractor Declaration under Report Type.
- 3. Click the Add Document button.
- **4.** Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
- **5.** Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

Grant Term

The Grant Term begins on the date CalRecycle sends the award email April 1, 2022 and ends on April May 2, 2024. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to April 1, 2022 the grant term start date or after the grant term end date will be considered ineligible.

The Final Report, final Expenditure Itemization Summary, and Certification Document are due on April May 2, 2024.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on May 2, 2024 April 1, 2022 and ends April 2, 2024. All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date. All services must be provided and goods received during this period in order to be eligible costs.

Eligible costs include:

- Personnel
- Consultants
- Safety Equipment
- Vehicles/Trucks
 - For compost procurement activities Vehicles/tractors, turf tires, forklifts or compost slingers

Note: The Grantee needs to own and control the vehicle, however they may allow participants to use the vehicle for grant implementation purposes only.

- Education and Outreach materials
 - o Print Media
 - Television, radio, video, and social media
 - Materials offered in other languages
- Door-to-Door Outreach
- Signage
- Recordkeeping or tracking software
 - Software to match donor with food bank
 - o Recordkeeping/reporting software
 - Procurement tracking software
 - Apps for food recovery
- Inspections and Enforcement
- Training
- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
 - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
 - Accessories used for security, protection, and charging

- Equipment
 - For larger items, The Grantee needs to own and control the equipment, however, they may allow participants use of said equipment for grant implementation purposes.
- Bins (green and blue only) and lids
 - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Equipment
 - o Food distribution included refrigeration, coolers, and packing materials

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to grant implementation will be considered ineligible. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to April 1, 2022 the Term Start Date or after April May 2, 2024
- Development, purchase, or distribution of strictly promotional give-away items <u>Stuff We All Get</u>, (SWAG) (https://www.calrecycle.ca.gov/Funding/SWAG/)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food dehydrators or liquefiers
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones
- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Out-of-state travel
- Conferences and symposiums
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
 - Refer to the <u>Memorandum</u> (https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) for travel policies.
 - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations

- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.
- Costs deemed unreasonable or not related to the project by the Grant Manager

Modifications

The grantee must submit any proposed revision(s) to the project in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised changes to GMS and notify the grantee. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project is funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

The following items require acknowledgement of funding from CalRecycle and preapproval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

- 1. "Funded by a grant from CalRecycle." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
 - There are two acceptable Spanish translations: "Financiado por una beca del CalRecycle" or "Patrocinado por fondos del CalRecycle." For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be preapproved in writing by the CalRecycle Grant Manager.

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- 2. <u>CalRecycle logo</u> (https://www.calrecycle.ca.gov/gallery/) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at opa@calrecycle.ca.gov.
- 3. Press Releases the only requirement is to place the name of "CalRecycle" as an acknowledgement in the body of the release.

Reporting Requirements

The Grant Agreement requires a Final Report; however, the Grant Manager may require additional status information at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in forfeiture by the grantee of any unspent funds received under this agreement, and repayment of all funds to CalRecycle.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). To upload a report:

- 1. Go to the **Reports** tab.
- 2. Click on the appropriate Report Type.
- 3. Click on the **Add Document** button.
- 4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the Back button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
- 5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the "Fill and Sign" function within Adobe. Any documents using the "Fill and Sign" method is considered incomplete and may be sent back to the grantee.

If you have questions, email <u>grantassistance@calrecycle.ca.gov</u>.

9

Progress Report

Grantees with awards over \$1,000,000 will need to collect and submit information on any jobs created or paid by the grant on a bi-annual basis. Grant Managers will work with Grantees on when and how to submit the information. CalRecycle will provide a report template at a later date. Progress reports must include the following:

- Jobs
 - Provide number of jobs created and paid for in whole or in part by this grant during the reporting period. Include job title or classification, job permanence, total project work hours, hourly pay rates or salaries, as well as benefits from the job, such as healthcare, paid vacation or sick leave and hiring strategy.
- Jobs provided to members of Priority Populations.
 - In addition to the item, above, provide the same jobs information for any positions filled by members of priority populations. More information about Priority Populations can be found at <u>California Air</u> <u>Resources Board Priority Population Investments webpage</u> (www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm).

Note: This requirement is subject to change at CalRecycle's discretion. If any reporting requirement changes, Grant Managers will notify the Awardees.

Final Report

The Final Report is due April May 2, 2024 (report template will be provided at a later date). This report should cover grant activities from April 1, 2022 the Term Start Date through April May 2, 2024. The grantee must include the following items in the Final Report:

- 1. The Grant Number, grantee's name, and Grant Term.
- 2. The following disclaimer statement on the cover page: "The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."

Note: This requirement is subject to change at CalRecycle's discretion. If any reporting requirement changes, Grant Managers will notify the Grantees.

Grant Payment Information

- CalRecycle will make grant payments to only the grantee. It is the grantee's
 responsibility to pay all contractors and subcontractors for purchased goods and
 services. CalRecycle will make payments to the grantee as promptly as fiscal
 procedures permit.
- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (https://www.calrecycle.ca.gov/Funding/forms/) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the "Reliable Contractor Declaration" section in Terms and Conditions (Exhibit A) for more information.

Expenditure Itemization Summary and Documentation

The grantee must submit the EIS and Certification Document (a template will be provided at a later date) in GMS. For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above). Please refer to the "Milestones" section (above) for required due dates.

Expenditure Itemization Summary (EIS)

- All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee's Budget tab.
- Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.

• Certification Document

 The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.

Note: This requirement is subject to change at CalRecycle's discretion. If any expenditure reporting requirement changes, Grant Managers will notify the Awardees.

Failure to submit the EIS and Certification Document by the due date may result in the forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

To submit an EIS:

- 1. Go to the **Payment Request** tab.
- 2. Click on the **Create a Payment Request** button.
 - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
- 3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
- 4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

Note: Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

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Unspent Funds

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by <u>June 15, 2024</u> <u>May 16, 2024</u>. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR1-21-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting SB 1383 Local Assistance Grant Unspent Funds PO Box 4025 Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after Final Report approval date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, Expenditure Itemization Summary forms, payment supporting documentation, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

12



Administrative Report

H.8., File # 22-4265 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-039, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

EXECUTIVE SUMMARY

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was signed into law on April 28, 2017 and will provide and invest \$52.4 billion over the next decade to fix roads, freeways, and bridges in communities across California. The City is expected to receive a total allocation of \$1,478,076 in new RMRA fees in FY 2022-23.

Consistent with the proposed Capital Improvement Program, the Resolution lists the following FY 2022-23 SB 1 projects: Residential Street Rehabilitation Project - Cycle 2, Phase 4; Torrance Blvd Resurfacing Project; and the Citywide Striping Project.

BACKGROUND

SB 1, the Road Repair and Accountability Act of 2017, was signed into law on April 28, 2017 and will provide and invest \$52.4 billion over the next decade to, in part, fix roads, freeways and bridges in communities across California. These funds will be split equally between state and local investments. California's state-maintained transportation infrastructure will receive approximately \$26 billion of SB 1 revenue. The other \$26 billion will go to local roads, transit agencies and an expansion of the state's growing network of pedestrian and cycle routes. Each year, this new funding will be used to address deferred maintenance needs both on the state highway system and the local road system. Some maintenance needs are:

- 1. Repairs to Local Streets and Roads: \$1.5 billion (over 10 years)
- 2. Maintenance/Rehabilitation of State Highway System: \$1.5 billion (over 10 years)
- 3. Maintaining/Repairing the State's Bridges & Culverts: \$400 million (over 10 years)

RMRA funds are generated from increased gasoline and diesel excise taxes, diesel sales tax and vehicle fees. The gasoline and diesel tax increases took effect on November 1, 2017, and the vehicle fee increases took effect on January 1, 2018.

The City previously received approximately \$1.6M of Gas Tax funds (Highway Users Tax) on an

H.8., File # 22-4265 Meeting Date: 6/21/2022

annual Fiscal Year basis. The RMRA funds from SB 1 increased the amount of gas tax-related funds the City receives. For FY 2017-18, RMRA revenue from SB 1 was collected for the period November 1, 2017 through June 30, 2018 (8 months). As such, Redondo Beach received \$403,764 of FY 2017-18 RMRA funds. In FY 2018-19, RMRA revenue from SB 1 for the City increased to \$1,259,412 reflecting gas tax collections for a full year including the busy summer driving months and a full year of vehicle fee collections. For FY 2019-20, the City received \$1,185,944, an amount that was impacted by the spring onset of the COVID-19 pandemic. For FY 2020-21 the City received \$1,148,351 reflecting a full year of collections and the amount continued to increase in FY 2021-22 for a total of \$1,322,509. For FY 2022-23 the City is estimated to receive \$1,478,076 in new RMRA fees. Previous year allocations were appropriated for the North Redondo Beach Commercial Streets Project, the Manhattan Beach Boulevard Resurfacing Project - Aviation Boulevard to Inglewood Avenue, and the Residential Street Rehabilitation Project.

The original adopted guidelines of the California Transportation Commission (CTC) required Cities to submit an updated list of projects to be funded by SB 1 by May 1st of each year. However, the State has since revised the submittal deadline to July 1st. The Resolution for FY 2022-23 SB 1 spending lists the Residential Street Rehabilitation Project - Cycle 2, Phase 4; the Torrance Blvd. Resurfacing Project; and, the Citywide Striping Project as reflected in the proposed Capital Improvement Program.

Construction of the Residential Street Rehabilitation Project - Cycle 2, Phase 3 as part of the FY 2021-22 allocation is currently under design and construction and is expected to occur this fall. Torrance Blvd Resurfacing Project is currently out to bid and expected to be awarded next month. Lastly, the Public Works Department has recently awarded contracts to two different striping contractors for the Citywide Striping Project and work is anticipated to commence in the next month or two.

COORDINATION

The resolution has been reviewed by the Financial Services Department and approved as to form by the City Attorney's Office.

FISCAL IMPACT

New FY 2022-23 RMRA funding is identified for the following projects:

 Residential Street Rehabilitation Project- Cycle 2, Phase 4- 	\$500,000
 Torrance Blvd Resurfacing- 	\$700,000
Citywide Striping-	\$140,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- 1. SB 1 Resolution
- 2. Project Detail List
- 3. Residential Street Rehabilitation Project Cycle 2, Phase 4 Maps

Meeting Date: 6/21/2022



Administrative Report

H.8., File # 22-4265 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

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Citywide Striping-	\$140,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- 1. SB 1 Resolution
- 2. Project Detail List
- 3. Residential Street Rehabilitation Project Cycle 2, Phase 4 Maps

RESOLUTION NO. CC-2206-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Redondo Beach (City) are aware of the projects proposed for funding in its community and which projects have been completed each fiscal year; and

WHEREAS, the City must identify the capital projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,521,498 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS, this is the sixth year in which the City is receiving SB 1 funding and this will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increase access and mobility options for the traveling public which would not have been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into its community's transportation and capital project priorities as part of the annual Public Hearing for the adoption of the Five-Year Capital Improvement Program; and

WHEREAS, on November 14, 2017, the City Council adopted Resolution No. CC-1711-208, which identified the North Redondo Beach Commercial Streets Project as the recipient of SB 1 funding for Fiscal Year 2017-18; and

WHEREAS, on April 17, 2018, the City Council adopted Resolution No. CC-1804-017, which identified the Manhattan Beach Boulevard Resurfacing – Aviation Boulevard to Inglewood Avenue Project and the Residential Street Rehabilitation Program as the recipients of SB 1 funding for Fiscal Year 2018-19; and

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. CC-1904-023, which identified the Manhattan Beach Boulevard Resurfacing – Aviation Boulevard to Inglewood Avenue Project and the Residential Street Rehabilitation Program as the recipients of SB 1 funding for Fiscal Year 2019-20; and

WHEREAS, on July 7, 2020, the City Council adopted Resolution No. CC-2007-048, which identified the Residential Street Rehabilitation Program (north of 190th Street) and the Residential Street Rehabilitation Program (south of 190th Street) and the Manhattan Beach Boulevard

Resurfacing – Aviation Boulevard to Inglewood Avenue Project as the recipients of SB 1 funding for Fiscal Year 2020-21; and

WHEREAS, on June 8, 2021, the City Council adopted Resolution No. CC-2106-052, which identified the Residential Street Rehabilitation Program, Cycle 2, Phase 3 and the Manhattan Beach Boulevard Resurfacing – Aviation Boulevard to Inglewood Avenue Project as the recipients of SB 1 funding for Fiscal Year 2021-22; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain, repair and rehabilitate over six miles of streets throughout the City this year and a number of similar projects in the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help the City increase the overall quality of its road system and over the next decade bring its streets and roads into a "very good" condition; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure will have significant positive co-benefits statewide including reduced vehicle emissions because it will focus on basic maintenance and safety, invest in complete streets infrastructure, and use cutting-edge technology, materials and practices.

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

- SECTION 1. The foregoing recitals are true and correct.
- SECTION 2. The projects listed in Attachment A (Project Details) will be funded in-part or solely with fiscal year 2022-23 Road Maintenance and Rehabilitation Account revenues:
- SECTION 3. 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 21st day of June, 2022.

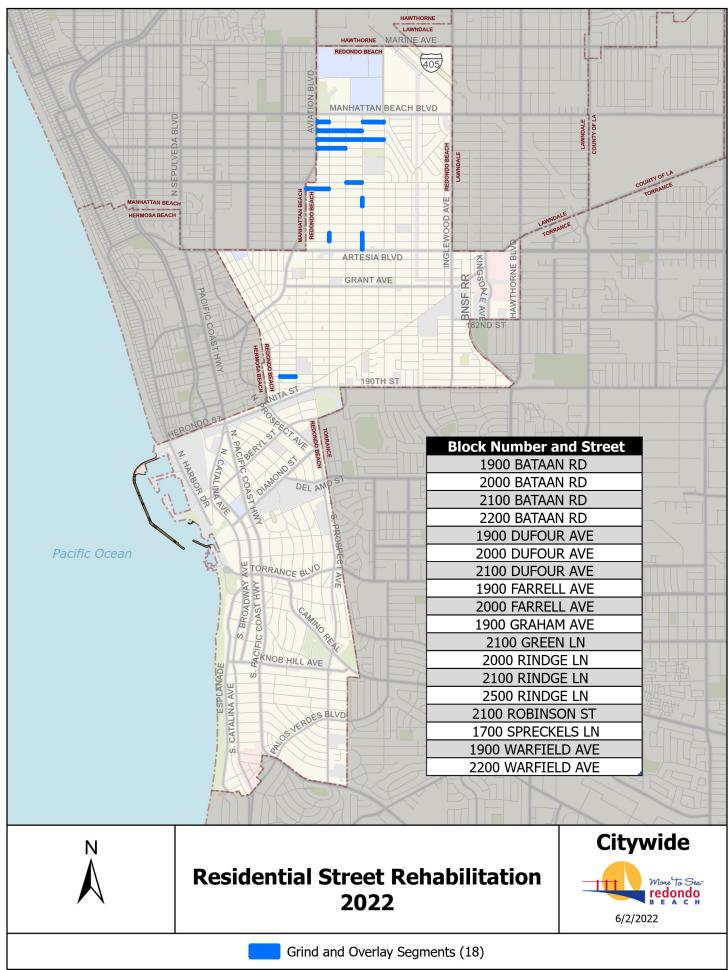
	William C Brand, Mayor
APPROVED AS TO FORM:	ATTEST:
Michael W. Webb, City Attorney	Eleanor Manzano, CMC, City Clerk

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 the Resolution No. CC-2206-039 was passed and adopted by the City Council of the City of Redond Beach, California, at a regular meeting of said City Council held on the 21 st day of June, 2021 and there after signed and approved by the Mayor and attested by the City Clerk, and that sair resolution was adopted by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:
Eleanor Manzano, CMC City Clerk

Attachment "A"

Project Details

					Est. S	Schedule	Usefu	ıl Life		
Title	Description	Location	Component	Priority Status	Start	Complete	Min	Max	Assem	Senate
Residential Rehabilitation	This project will include: Pavement Improvement (New), Pavement Rehab/Repair (Existing), Paving and/or Striping	1900-2200 Bataan Rd;1900- 2100 Dufour Ave;1900-2000	Construction	New 22/23	02/2022	06/2023	15	25	66	26
neriabilitation	Installation (New Safety), Paving and/or Striping Rehab/Repair (Existing Safety)	Farrell Ave; 1900 Graham Ave; 2100 Green Ln; 2000-2100 and 2500 Rindge Ln; 2100 Robinson St; 1700 Spreckels Ln; 1900 and 2200 Warfield Ave								
Torrance Blvd. Resurfacing-	This project will include: Pavement Improvement (New), Pavement Rehab/Repair (Existing), Paving and/or Striping	Torrance Blvd from Torrance	Comptunition	New 22/23	07/2022	12/2022	15	25	66	26
PCH to Prospect Ave.	Installation (New Safety), Paving and/or Striping Rehab/Repair (Existing Safety), Storm Drain and/or Culvert Rehab/Repair (Existing), Storm Drain/Culvert Installation (New)	Circle to Prospect Ave.	Construction	New 22/23			15	25	66	26
Citywide	This project will include: Paving and/or Striping	Northern Section of Council District 1: Southern Section of	Construction	New 22/23	07/2022	06/2023	2	5	66	26
Striping	Rehab/Repair (Existing Safety)	Council District 2; Northern Section of Council District 3; Southern Section of Council District 4	Construction	14GW 22/23			3	3	00	20





Administrative Report

H.9., File # 22-4383 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH ARDURRA GROUP INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 FOR AN ADDITIONAL AMOUNT OF \$125,000 FOR THE EXISTING TERM

EXECUTIVE SUMMARY

Ardurra Group Inc. (Ardurra) provides services to manage the construction efforts to complete the Redondo Beach Transit Center Project. These services include contractor management, construction inspection, contractor and subcontractor payroll review, and geotechnical, and materials testing services. As construction has progressed, the demand for support services provided by Ardurra has increased due to necessary plan revisions, changes to contractor scope, and unforeseen circumstances.

The original agreement was amended in May 2021. A second amendment was awarded in February 2022. Additional project delays and extensions have occurred, requiring more time (hours) for the services provided by Ardurra. Staff is now recommending this Third Amendment to increase the contract value by \$125,000 for a total not to exceed amount of \$1,335,000. Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of grants and restricted transportation funds. No additional funding is needed to award this Third Amendment.

BACKGROUND

On December 17, 2019, the City Council approved a Construction Management agreement with Ardurra Group Inc., based on actual time and materials, in the amount of \$600,000 to provide Construction Management services during construction of the Redondo Beach Transit Center Project.

At the time, the City had negotiated the total price downward from Ardurra's proposal due to some uncertainty of timing regarding additional funding for the project. Ardurra was willing to lower the contract value provided the number of expected hours was reduced, and that the option existed to amend the agreement should additional time and effort be required.

After the original award, the City secured additional grant funding from Metro (in the amount of \$2.75 M) for the project. The City awarded the First Amendment to provide necessary funding to increase the contract value from the spartan estimate provided at the time the contract approval and before the additional funding was available. A Second Amendment was awarded in February 2022 to

H.9., File # 22-4383 Meeting Date: 6/21/2022

account for project delays related unforeseen field conditions and design deficiencies. A copy of the original agreement, and previous amendments can be viewed at: http://laserweb.redondo.org/weblink/0/doc/332745/Page1.aspx>

The project continues to be impacted by unforeseen conditions, design deficiencies, and small changes in scope that require increased services from Ardurra. The contractor now estimates the transit center portion of the project to be in service during August 2022 and some of this time is justified due to conditions beyond the company's control. Ardurra, working as an extension of staff to oversee and inspect the onsite activities, requires additional contract hours to continue to provide that service.

Ardurra has performed well and is providing important services to ensure the project is implemented as efficiently and economically as possible. Therefore, staff recommends the proposed Third Amendment to the agreement be approved, increasing the contract value by \$125,000 for a new not to exceed amount of \$1,335,000.

COORDINATION

The Third Amendment was prepared by and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of grands and restricted transportation funds. The funds for this amendment are available in the overall project budget and require no additional appropriation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENT

Third Amendment to Ardurra Group, Inc., w/ signature, and Certificate of Insurance



Administrative Report

H.9., File # 22-4383 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH ARDURRA GROUP INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE REDONDO BEACH TRANSIT CENTER PROJECT, JOB NO. 20120 FOR AN ADDITIONAL AMOUNT OF \$125,000 FOR THE EXISTING TERM

EXECUTIVE SUMMARY

Ardurra Group Inc. (Ardurra) provides services to manage the construction efforts to complete the Redondo Beach Transit Center Project. These services include contractor management, construction inspection, contractor and subcontractor payroll review, and geotechnical, and materials testing services. As construction has progressed, the demand for support services provided by Ardurra has increased due to necessary plan revisions, changes to contractor scope, and unforeseen circumstances.

The original agreement was amended in May 2021. A second amendment was awarded in February 2022. Additional project delays and extensions have occurred, requiring more time (hours) for the services provided by Ardurra. Staff is now recommending this Third Amendment to increase the contract value by \$125,000 for a total not to exceed amount of \$1,335,000. Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of grants and restricted transportation funds. No additional funding is needed to award this Third Amendment.

BACKGROUND

On December 17, 2019, the City Council approved a Construction Management agreement with Ardurra Group Inc., based on actual time and materials, in the amount of \$600,000 to provide Construction Management services during construction of the Redondo Beach Transit Center Project.

At the time, the City had negotiated the total price downward from Ardurra's proposal due to some uncertainty of timing regarding additional funding for the project. Ardurra was willing to lower the contract value provided the number of expected hours was reduced, and that the option existed to amend the agreement should additional time and effort be required.

After the original award, the City secured additional grant funding from Metro (in the amount of \$2.75 M) for the project. The City awarded the First Amendment to provide necessary funding to increase the contract value from the spartan estimate provided at the time the contract approval and before the additional funding was available. A Second Amendment was awarded in February 2022 to

H.9., File # 22-4383 Meeting Date: 6/21/2022

account for project delays related unforeseen field conditions and design deficiencies. A copy of the original agreement, and previous amendments can be viewed at: http://laserweb.redondo.org/weblink/0/doc/332745/Page1.aspx>

The project continues to be impacted by unforeseen conditions, design deficiencies, and small changes in scope that require increased services from Ardurra. The contractor now estimates the transit center portion of the project to be in service during August 2022 and some of this time is justified due to conditions beyond the company's control. Ardurra, working as an extension of staff to oversee and inspect the onsite activities, requires additional contract hours to continue to provide that service.

Ardurra has performed well and is providing important services to ensure the project is implemented as efficiently and economically as possible. Therefore, staff recommends the proposed Third Amendment to the agreement be approved, increasing the contract value by \$125,000 for a new not to exceed amount of \$1,335,000.

COORDINATION

The Third Amendment was prepared by and approved as to form by the City Attorney's Office.

FISCAL IMPACT

Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of grands and restricted transportation funds. The funds for this amendment are available in the overall project budget and require no additional appropriation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENT

Third Amendment to Ardurra Group, Inc., w/ signature, and Certificate of Insurance

THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND ARDURRA GROUP INC.

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Ardurra Group Inc., a California Corporation ("Consultant").

WHEREAS, on December 17, 2019, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on May 18, 2021, the parties entered into the First Amendment to the Agreement (the "First Amendment") to increase the Consultant's total compensation due to the need for additional services; and

WHEREAS, on February 15, 2022, the parties entered into the Second Amendment to the Agreement (the "First Amendment") to increase the Consultant's total compensation due to the need for additional services; and

WHEREAS, construction has been delayed due to unforeseen circumstances and Consultant services require additional hours; and

WHEREAS, the parties desire to enter into this Third Amendment to further increase Consultant's total compensation.

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

- 1. COMPENSATION. Exhibits "C" to "C-2" of the Agreement are hereby amended to add Exhibit "C-3" to increase the limit for the total compensation paid to Consultant by \$125,000 for a total compensation limit of \$1,335,000. Exhibit "C-3" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-3".
- 2. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the 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 prevail.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH	ARDURRA GROUP INC. Docusigned by: Lisa M. Puna CA9610FB9C6D4B3
William C. Brand, Mayor	Lisa M. Penna, PE, Vice President
ATTEST:	
Eleanor Manzano, City Clerk	
APPROVED:	
Docusigned by: Diane Strikfaden ABED8CF35EEF48C	
Diane Strickfaden, Risk Manager	
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	

EXHIBIT "C-3"

COMPENSATION

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

I. AMOUNT. Consultant shall be paid in accordance with the following rate schedule for additional work of the Third Amendment.

<u>Title</u>	Hourly Billing Rate
Principal-in-Charge	\$220.00
Construction Manager	\$180.00
Project Controls / Office Engineer	\$108.00
Public Works Inspector	\$138.00
Sub-consultants	Cost +10% Maximum
Total Not to Exceed Amount for Additional Lab	or \$123,500
Reimbursable Expenses	At Cost +5%
Not to Everal Amount for Additional Everance	*
Not to Exceed Amount for Additional Expenses	\$ \$1,500

- II. EXPENSES. Consultant shall be reimbursed for expenses at cost plus 5%. Expenses eligible for reimbursement include non-salary cost directly attributable to the Project such as oversized and color reproduction costs, site facility phone line and or internet service charges, travel expenses to remote fabrication yards per batch plant for required material inspections, and overnight postage and couriers. Travel charges to a remote fabrication yard or batch plant shall include the hourly billing rate plus travel expenses as listed in the current edition of the Caltrans Travel Guide
- III. NOT TO EXCEED AMOUNT. Consultant's total not to exceed compensation, shall be increased by \$125,000. However, in no event shall Consultant's total compensation, including materials, phone calls, equipment, data, mileage, fuel, insurance and drive time, exceed \$1,335,000.
- IV. METHOD OF PAYMENT. Consultant shall provide invoices to City for approval and payment. Invoices must provide staff title, hourly rates, number of hours worked, description of work performed, expenses incurred (if applicable), and attach all City approved and documented subcontractor invoices. 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. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

- 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 full satisfaction.
- **VI. NOTICE.** Written notices shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Ardurra Group Inc.

1960 East Grand Avenue, Suite 300

El Segundo, CA 90245 Attention: Dino D'Emilia

<u>City</u> City of Redondo Beach

415 Diamond Street, Door 2 Redondo Beach, CA 90277 Attention: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by 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.

KGODWIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 Ames & Gough 8300 Greensboro Drive Sulte 980 McLean, VA 22102

Ardurra Group, Inc.

Tampa, FL 33634

4921 Memorial Highway, Suite 300

CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277

FAX (A/C, No): (703) 827-2279

E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Valley Forge Insurance Company A(XV) INSURER B. National Fire Insurance Company of Hartford A(XV)

20508 20478

INSURER C : Continental Insurance Company A(XV)

35289

INSURER D : Berkshire Hathaway Specialty Insurance Company 22276

INSURER F

INSURER F :

INSURED

CERTIFICATE NUMBER:

REVISION NUMBER:

COVERAGES 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	ADOL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X X GE X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Contractual Liab. N'L AGGREGATE LIMIT APPLIES PER:	X	X	6075640222	1/1/2022	1/1/2023	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	1,000,000 1,000,000 15,000 1,000,000 2,000,000
В	AU X	OTHER: TOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY	x	x	6075640236	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	1,000,000
С	X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000			6075640270	1/1/2022	1/1/2023	EACH OCCURRENCE \$ AGGREGATE \$	15,000,000 15,000,000
С	ANY OFF (Ma	RICERS COMPENSATION D EMPLOYERS LIABILITY Y / N Y PROPRIETOR/PARTNER/EXECUTIVE RICER/MEMBER EXCLUDED? N N N N N N N N N N N N N N N N N N N	N/A	x	6075640253	1/1/2022	1/1/2023	X PER OTH- STATUTE ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	1,000,000 1,000,000 1,000,000
D		SCRIPTION OF OPERATIONS below ofessional Lisb.		_	42-EPP-306878-04	1/1/2022	1/1/2023	Per Claim/Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: JOB #20120 — REDONDO BEACH TRANSIT CENTER

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach, CA Their Officers Employees Volunteers and Agents 415 Diamond Street Redondo Beach, CA 90277

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

AUTHORIZED REPRESENTATIVE

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2002000**22**60756402222362

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - the written contract requires you to provide the additional insured such coverage; and
 - this coverage part provides such coverage.
- II. But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - additional insured coverage to the greatest extent permissible by law;

then paragraph i. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract,
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2 The Continental Insurance Co. Insured Name: ARDURRA GROUP, INC.

Policy No: 6075640222 **Endorsement No:** Effective Date: 01/01/2022



Blanket Additional Insured - Owners, Lessees or **Contractors - with Products-Completed Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL **LIABILITY CONDITIONS** is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part, However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: ARDURRA GROUP, INC.

Policy No: 6075640222

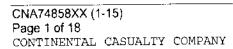
Endorsement No:



Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Ž.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
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Policy No: 6075640222 Endorsement No:



Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs
 A. through I. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
 - (1) is currently in effect or becomes effective during the term of this Coverage Part; and
 - (2) was executed prior to:
 - (a) the bodily injury or property damage; or
 - (b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:
 - (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the Named Insured's premises; or
- b. in the performance of the Named Insured's ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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CONTINENTAL CASUALTY COMPANY

Policy No: 6075640222 Endorsement No:

40020000560569030054034



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

CNA74858XX (1-15)
Page 3 of 18
CONTINENTAL CASUALTY COMPANY

Policy No: 6075640222 Endorsement No:



Architects, Engineers and Surveyors General Liability Extension Endorsement

2. the permitted or authorized operations performed by a Named Insured or on a Named insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

Trade Show Event Lessor

- 1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:
 - a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this Coverage Part, WHO IS AN INSURED is amended to make the following natural persons Insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an Insured;
- b. A partnership or joint venture, then its partners, members and their spouses are Insureds;
- c. A limited liability company, then its members and managers are Insureds; or
- **d.** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim,

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
 - a. on the effective date of this Coverage Part; or
 - b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- **A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- **B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- 4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
 - bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY - RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of insured contract is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes the tort liability of another party to pay for bodily injury or property damage to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising sofely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** with respect to such **spouses**' acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or intended injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- **A.** A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:
 - 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - 2. All medical expenses under Coverage C.

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. Damages under Coverage B, regardless of the number of locations involved;

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- 2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single location, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this GENERAL AGGREGATE LIMITS OF INSURANCE PER LOCATION Provision, "location" means:
 - 1. a premises the Named Insured owns or rents; or
 - a premises not owned or rented by any Named Insured at which the Named Insured is performing
 operations pursuant to a contract or written agreement. If operations at such a location have been
 discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs,
 specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the occurrence can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of LIMITS OF INSURANCE not otherwise modified by this GENERAL AGGREGATE LIMITS OF INSURANCE PER LOCATION Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

- A. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
 - i. add the following to the Employers Liability exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

- C. DEFINITIONS is amended to:
 - add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse:
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- Speech therapist;
- Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:
 - a. add the following:

the Named Insured's employees are Insureds with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident,

the Named Insured's volunteer workers are Insureds with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to WHO IS AN INSURED:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date;
- the bodily injury or property damage first occurred after such termination date; and
- there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture
 or limited liability company.

if the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Architects, Engineers And Surveyors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

B. Participation In Current Professional Joint Ventures

The following is added to WHO IS AN INSURED:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- Each and every one of the Named Insured's co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other coventurers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects**, **Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or fimited liability company that is not shown as a **Named Insured** in the Declarations.

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- 15. LEGAL LIABILITY DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL
 - A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

Damage to Property

Property damage to:

- (1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the Named Insured;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the Named Insured borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is mobile equipment leased by an Insured;

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- c. property that is an auto, aircraft or watercraft;
- **d.** property in transit; or
- any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE;

Subject to **5**, above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:
 - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations.
- E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:
 - (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:
 - 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
 - (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
 - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and
- 3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:
 - Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
 - 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured: or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured,

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or

attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
- Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
 - 1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
 - 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

CNA74858XX (1-15) Page 15 of 18 CONTINENTAL CASUALTY COMPANY Policy No: 6075640222 Endorsement No:



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B —Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE - ELEVATORS

- A. Under COVERAGES, Coverage A Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as Insureds natural persons who are retired partners, members, directors or employees, but only for bodily injury, property damage or personal and advertising injury that results from services performed for the Named Insured under the Named Insured's direct supervision. All limitations that apply to employees and volunteer workers also apply to anyone qualifying as an Insured under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

CNA74858XX (1-15) Page 16 of 18

CONTINENTAL CASUALTY COMPANY

Policy No: 6075640222 Endorsement No:

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- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the claim

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's
 ongoing operations at the project, or during such operations of anyone acting on the Named Insured's
 behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.
- C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units. **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

CNA74858XX (1-15)
Page 17 of 18
CONTINENTAL CASUALTY COMPANY

Policy No: 6075640222 Endorsement No:



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74858XX (1-15)
Page 18 of 18
CONTINENTAL CASUALTY COMPANY

Policy No: 6075640222 Endorsement No:

10020009960569029995306



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT - BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who is An insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property darnage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to Section III, Paragraph A.4.

- c. We will pay up to \$500 for loss to Personal Property which is:
 - (1) Owned by an "insured"; and
 - (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

Page 1 of 3

Policy: 6075640236 SCA 23 500D09 (Ed. 10/11)

The following is added to Section III, Paragraph A.4.:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
 - We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.
 - Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred;or
 - (b) \$25 per day subject to a maximum of \$375.
 - This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to Section III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to Section III, Paragraph B.6.

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

Page 2 of 3

- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.
- For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations

Any person or organization with whom you are required to add as and additional insured or primary and noncontributory on this policy under a written contract or agreement. You must agree to these contracts prior to the date of loss.

- 1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 6075640236

Endorsement No:



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ARDURRA GROUP, INC.

Endorsement Effective Date: 01/01/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13 **Endorsement Effective Date:**

Endorsement Expiration Date:

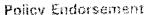
Policy Effective Date: 01/01/2022 Policy Page: 75 of 345

Policy No: BUA 6075640236

Endorsement No: 12; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606









BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two -Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997) **Endorsement Effective Date:**

Endorsement Expiration Date: Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 75640253 Policy Effective Date: 01/01/2022 Policy Page: 34 of 50



Administrative Report

H.10., File # 22-4384 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE EIGHTH AMENDMENT TO THE AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING FOR REDONDO BEACH TRANSIT CENTER PROJECT MANAGEMENT SERVICES FOR AN ADDITIONAL AMOUNT OF \$45,000 FOR THE EXISTING TERM

EXECUTIVE SUMMARY

Pacific Architecture and Engineering (PAE) has provided project management services for the City since 2014, as supplemental staff, to help bring the Transit Center Project through each stage of execution including design, property acquisition, procurement and construction. The contract has been amended seven times to accommodate new phases of the project, unanticipated changes to scope, and more recently delays and complications with the construction phase. These amendments have increased the total contract value to \$830,000 to date. The project is nearing completion of Phase 1, which represents construction of the Transit Center itself, and is just about to enter Phase 2, which is demolition of the existing transit facility, restoration of the parking area, and implementation of street widening along Kingsdale Ave. Completion of Phase 1 is anticipated for early fall 2022.

As construction has progressed, the demand for project management services provided by PAE, has increased due to necessary plan revisions, changes to contractor scope and unforeseen circumstances. Continuing duties involve contract administration of the construction management services, managing applications for payment from the contractor, reporting to grant agencies as required in funding agreements, applications for reimbursement from funding agencies, and representing the City for oversight of the project. PAE's experience with the project's history and the nuances of the original property exchange are invaluable to successfully closing out the project.

Staff is recommending an increase in contract value of \$45,000 for a new not to exceed total of \$875,000 through approval of the Eighth Amendment. Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of grants and restricted transportation funds. No additional funding is needed to approve this Eighth Amendment.

BACKGROUND

The City initially awarded a professional services agreement to the designer of the Transit Center Project in 2009 to PBS&J (now known as Atkins North America, Inc.) for Phase 1 of the Project. That contract was amended several times to add design services for a LEED rating, mitigation measures along Kingsdale Avenue, demolition and restoration of the existing transit center, improvements to

the parking areas adjacent to the new Transit Center facility, updates to the building code, storm water compliance filings, and the addition of an art feature to the site. In 2014, Atkins moved their design office out of Los Angeles to Texas. The resulting logistical issue, combined with the then current vacancies within the Engineering Division of the Public Works Department resulted in the City seeking the services of a Project Management firm, which led to the initial contract with PAE.

Since that time, the coordination of the Project elements has only become more complicated. Design documents were finally acquired from Atkins in late 2016. PAE managed the Project through design development and approval of the property exchange agreement with South Bay Galleria, in May 2018, needed to execute construction. The work required to coordinate efforts to relocate telecommunication lines first with Verizon, then with its successor, Frontier, was also carried out by PAE. The bid review and recommendation to reject all bids pending the procurement of additional funding was supported by PAE. Additionally, the second solicitation, bid protest and eventual award of the project to the contractor was managed by PAE. Finally, as construction began in late 2020, PAE has served to oversee and coordinate the work of the construction manager, design team, utility providers and neighbors for compliance with the agreements governing construction, utility service, access and funding. Beyond this, it should be noted that PAE has significantly reduced the amount of time the City Engineer, Principal Engineer and many other Public Works Department Engineering personnel would have spent on the project otherwise.

Serving as the City's project manager, PAE's input and management is important to successfully bring the Project through the construction and project close out phases. In order to complete the above work, staff is recommending the attached Eighth Amendment to PAE's contract to increase the contract by \$45,000 for a new total contract amount of \$875,000 and no extension to term, which is set to expire on December 31, 2022.

A copy of the original agreement, and previous amendments can be viewed at: http://laserweb.redondo.org/weblink/0/doc/348584/Page1.aspx

COORDINATION

The Eighth Amendment was prepared by the City Attorney's Office.

FISCAL IMPACT

Funding for the amendment and the Redondo Beach Transit Center Project is composed entirely of grant and restricted transportation funds. The funds for this amendment are available in the overall project budget and require no additional appropriation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Eighth Amendment to the Pacific Architecture and Engineering Agreement, with Signature, and Certificate of Insurance.



Administrative Report

H.10., File # 22-4384 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: TED SEMAAN, PUBLIC WORKS DIRECTOR

TITLE

APPROVE THE EIGHTH AMENDMENT TO THE AGREEMENT WITH PACIFIC ARCHITECTURE AND ENGINEERING FOR REDONDO BEACH TRANSIT CENTER PROJECT MANAGEMENT SERVICES FOR AN ADDITIONAL AMOUNT OF \$45,000 FOR THE EXISTING TERM

EXECUTIVE SUMMARY

Pacific Architecture and Engineering (PAE) has provided project management services for the City since 2014, as supplemental staff, to help bring the Transit Center Project through each stage of execution including design, property acquisition, procurement and construction. The contract has been amended seven times to accommodate new phases of the project, unanticipated changes to scope, and more recently delays and complications with the construction phase. These amendments have increased the total contract value to \$830,000 to date. The project is nearing completion of Phase 1, which represents construction of the Transit Center itself, and is just about to enter Phase 2, which is demolition of the existing transit facility, restoration of the parking area, and implementation of street widening along Kingsdale Ave. Completion of Phase 1 is anticipated for early fall 2022.

As construction has progressed, the demand for project management services provided by PAE, has increased due to necessary plan revisions, changes to contractor scope and unforeseen circumstances. Continuing duties involve contract administration of the construction management services, managing applications for payment from the contractor, reporting to grant agencies as required in funding agreements, applications for reimbursement from funding agencies, and representing the City for oversight of the project. PAE's experience with the project's history and the nuances of the original property exchange are invaluable to successfully closing out the project.

Staff is recommending an increase in contract value of \$45,000 for a new not to exceed total of \$875,000 through approval of the Eighth Amendment. Funding for this agreement and the Redondo Beach Transit Center Project is composed entirely of grants and restricted transportation funds. No additional funding is needed to approve this Eighth Amendment.

BACKGROUND

The City initially awarded a professional services agreement to the designer of the Transit Center Project in 2009 to PBS&J (now known as Atkins North America, Inc.) for Phase 1 of the Project. That contract was amended several times to add design services for a LEED rating, mitigation measures along Kingsdale Avenue, demolition and restoration of the existing transit center, improvements to

the parking areas adjacent to the new Transit Center facility, updates to the building code, storm water compliance filings, and the addition of an art feature to the site. In 2014, Atkins moved their design office out of Los Angeles to Texas. The resulting logistical issue, combined with the then current vacancies within the Engineering Division of the Public Works Department resulted in the City seeking the services of a Project Management firm, which led to the initial contract with PAE.

Since that time, the coordination of the Project elements has only become more complicated. Design documents were finally acquired from Atkins in late 2016. PAE managed the Project through design development and approval of the property exchange agreement with South Bay Galleria, in May 2018, needed to execute construction. The work required to coordinate efforts to relocate telecommunication lines first with Verizon, then with its successor, Frontier, was also carried out by PAE. The bid review and recommendation to reject all bids pending the procurement of additional funding was supported by PAE. Additionally, the second solicitation, bid protest and eventual award of the project to the contractor was managed by PAE. Finally, as construction began in late 2020, PAE has served to oversee and coordinate the work of the construction manager, design team, utility providers and neighbors for compliance with the agreements governing construction, utility service, access and funding. Beyond this, it should be noted that PAE has significantly reduced the amount of time the City Engineer, Principal Engineer and many other Public Works Department Engineering personnel would have spent on the project otherwise.

Serving as the City's project manager, PAE's input and management is important to successfully bring the Project through the construction and project close out phases. In order to complete the above work, staff is recommending the attached Eighth Amendment to PAE's contract to increase the contract by \$45,000 for a new total contract amount of \$875,000 and no extension to term, which is set to expire on December 31, 2022.

A copy of the original agreement, and previous amendments can be viewed at: http://laserweb.redondo.org/weblink/0/doc/348584/Page1.aspx

COORDINATION

The Eighth Amendment was prepared by the City Attorney's Office.

FISCAL IMPACT

Funding for the amendment and the Redondo Beach Transit Center Project is composed entirely of grant and restricted transportation funds. The funds for this amendment are available in the overall project budget and require no additional appropriation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Eighth Amendment to the Pacific Architecture and Engineering Agreement, with Signature, and Certificate of Insurance.

EIGHTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PACIFIC ARCHITECTURE AND ENGINEERING

THIS EIGHTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Pacific Architecture and Engineering, a California Corporation ("Consultant").

WHEREAS, on January 20, 2015, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on September 6, 2016, the parties entered into the First Amendment to the Agreement ("First Amendment") to modify certain terms; extend the term to September 20, 2017; and increase Consultant's total compensation to \$420,800; and

WHEREAS, on September 19, 2017, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to extend the term to September 30, 2018; increase Consultant's total compensation to \$495,800; and modify the insurance requirements; and

WHEREAS, on July 10, 2018, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to extend the term to December 31, 2019; and increase Consultant's total compensation to \$520,800; and

WHEREAS, on January 8, 2019, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to increase Consultant's total compensation to \$595,800; and

WHEREAS, on December 17, 2019, the parties entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to extend the Consultant's term to December 31, 2021; and increase the Consultant's total compensation to \$695,800; and

WHEREAS, on September 15, 2020, the parties entered into the Sixth Amendment to the Agreement ("Sixth Amendment") to extend the term of the Agreement to December 31, 2022, and increase Consultant's total compensation to \$795,800; and

WHEREAS, on December 7th, 2021, that parties entered into the Seventh Amendment to the Agreement ("Seventh Amendment") to increase Consultant's total compensation to \$830,000; and

WHEREAS, the parties desire to enter into this Eighth Amendment to further increase Consultant's total compensation.

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

- 1. COMPENSATION. Exhibits "C" to "C-7" of the Agreement are hereby amended to add Exhibit "C-8" to increase the limit for the total compensation paid to Consultant by \$45,000, for a total compensation limit of \$875,000. Exhibit "C-8" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement in accordance with Exhibit "C-8".
- 2. NO OTHER AMENDMENTS. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and this Eighth 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, the Fifth Amendment, the Sixth Amendment and this Seventh Amendment, the terms of this Eighth Amendment shall prevail.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH	PACIFIC ARCHITECTURE AND ENGINEERING Docusigned by:
William C. Brand Mayor	By:
William C. Brand, Mayor	Title: President
ATTEST:	APPROVED:
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	

EXHIBIT "C-8"

COMPENSATION

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

1. **AMOUNT**. Consultant shall be paid in accordance with the following hourly schedule for the services described herein.

<u>Title</u>	Hourly Billing Rate
Project Manager	\$171.00
Engineer III	\$161.00
Engineer II	\$145.00
Engineer I	\$125.00
Sr Engineer II	\$186.72
Drafter	\$ 65.00
Admin	\$ 55.00
Specialist I	\$190.00
Specialist II	\$219.87

- 2. EXPENSES. Consultant may be reimbursed for its expenses, including postage, supplies, reproduction, and other incidental expenses. In no event shall any expenses be reimbursed without the written approval of the City Engineer or designee. Consultant shall provide receipts for the expenses and prepare a reconciliation of the expenses. Reimbursable expenses will be billed at cost plus 10%.
- 3. **NOT TO EXCEED AMOUNT**. Consultant's total compensation, including reimbursable expenses shall not exceed \$875,000 during the term of the Agreement.
- 4. METHOD OF PAYMENT. Consultant shall provide invoices indicating the dates of service, staff title, hourly rate, and services and tasks performed during the prior month to City for approval and payment. If Consultant has incurred expenses, receipts for reimbursable expenses and City Engineer's written approval shall be attached to the invoice. 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.
- 5. **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 full satisfaction.

6. **NOTICE.** Written notices shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Architecture and Engineering

1137 Second Street, Suite 214

Santa Monica, CA 90403

Attention: Jun Fujita Hall, Principal

Public Works Department, Engineering Services Division

415 Diamond Street, Door E Redondo Beach, CA 90277

Attention: Andrew Winje, 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2021

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

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

PRODUCER		CONTACT NAME: Esther Campos		
Rene Williams Agency		PHONE (A/C, No, Ext): 310-317-4433	FAX (A/C, No):	
22837 Pacific Coast Hwy Ste D		E-MAIL ADDRESS: Rwilliams@farmersagent.com		
		INSURER(S) AFFORDING COVERAG	NAIC#	ŧ
Malibu	CA 90265-5841	INSURER A: Lloyds of London		
INSURED		INSURER B: FARMERS INSURANCE COMPANY		
PACIFIC ARCHITECTURE AND ENGINEERING INC.		INSURER C:		
730 Arizona Ave		INSURER D:		
		INSURER E:		
Santa Monica	CA 90401	INSURER F:		
COVERAGES CERTIFICATE NUM	BED.	DEVISION N	IMPED.	

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	INOD			((mm/55/1111)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 250,000
								\$ 5,000
Α		Υ		PSK0734644899	11/19/2021	11/19/2022	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
١.	OWNED SCHEDULED AUTOS ONLY	Υ		PSK0734644899	11/19/2021	11/19/2022	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE	ANYPROPRIETOR/PARTNER/EXECUTIVE T/N	R/EXECUTIVE Y/N	11/19/2021 1	11/19/2022	E.L. EACH ACCIDENT	\$ 1,000,000		
	(Mandatory in NH)		•	507470370	11/1//2021	11/17/2022	E.L. DISEASE - EA EMPLOYEE	<u> </u>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
4	PROFFESSIONAL LIABILITY			PSK0734644899	11/19/2021	11/19/2022	CLAIMS MADE	1,000,000

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

CERTIFICATE HOLDER AND ADDITIONAL INSURED UNDER POLICY PSK0734644899

CITY OF REDONDO BEACH THEIR OFFICER EMPLOYEES VOLUNTEERS, AND AGENTS

415 DIAMOND STREET

REDONDO BEACH, CA 90277

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING INSURER WILL MAIL A WRITTEN NOTICE 30 DAYS IN ADVANCE.

CERTIFICATE HOLDER	CANCELLATION
CITY OF REDONDO BEACH THEIR OFFICER EMPLOYEES VOLUNTEERS, AND AGENTS 415 DIAMOND STREET	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
REDONDO BEACH, CA 90277	AUTHORIZED REPRESENTATIVE Rene Williamy

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Administrative Report

H.11., File # 22-4268 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT

DIRECTOR

TITLE

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH SWA GROUP FOR THE PREPARATION OF A PUBLIC AMENITIES PLAN FOR KING HARBOR TO EXTEND THE TERM THROUGH DECEMBER 31, 2022

EXECUTIVE SUMMARY

On January 12, 2021, the Redondo Beach City Council directed staff to initiate the process of drafting a Request for Proposals ("RFP") for a qualified consultant to prepare a public amenities plan ("the Plan") for King Harbor. An RFP was prepared and reviewed by the City's Harbor Commission and on March 16, 2021, the City Council authorized issuance of the RFP. Based on a review of the written proposals and an oral interview by the selection committee, SWA Group ("SWA") was unanimously selected as the preferred consultant team to prepare the Public Amenities Plan for King Harbor.

On August 17, 2021 Council approved a one-year Consultant Agreement for a not-to-exceed total value of \$242,872 for the preparation of the Plan. The Consultant Agreement is set to expire on August 16, 2022. Funding for this contract was approved by the City Council as part of the FY 2021-2022 Budget. SWA started its community outreach efforts in October 2021 with two Pop-Ups followed by two community meetings in December 2021 and March, 2022. Due to significant community feedback, it was determined that a third community survey and community meeting, which was held on May 31, 2021, be added to the schedule.

The proposed First Amendment to the Agreement will extend the Term of the Agreement from August 16, 2022 to December 31, 2022 to accommodate the additional time needed to gather the expanded community input, as well as any additional public hearings in excess of the two previously scheduled for the Harbor Commission and City Council. There is no change to the total not-to-exceed amount, which remains at a total value of \$242,872.

BACKGROUND

On October 18, 2021 SWA began the King Harbor Public Amenities Plan process by holding the first working group meeting that was comprised of approximately eleven community members, SWA and City staff. SWA began its in-person community outreach efforts in early December 2021 with Pop-Ups held at the Veteran's Park Farmer's Market and the Redondo Beach Pier on the day of the annual holiday concert. The first virtual community meeting was held on December 15, 2021 and focused on obtaining community feedback on the existing harbor amenities through an interactive

H.11., File # 22-4268 Meeting Date: 6/21/2022

survey. Based on this feedback, SWA presented sketch drawings of the various public amenities at the February 7, 2022 working group meeting.

The second round of community events began with the February 20, 2022 Pop-up at Riviera Village Farmer's Market followed by the Perry Park Pop-up on February 26, 2022. The second community meeting was held on March 7, 2022 in which SWA provided an overview of the key takeaways and priorities that were received from the first outreach meeting through sketches and imagery.

Based on the volume of participation by Redondo Beach stakeholders throughout the community outreach phase of the process, City staff and SWA established a bonus survey to further refine the understanding of the desired public amenities offered within the waterfront. On May 31, 2022, City staff and SWA conducted a third community meeting to report back the results of the third survey, analyze repeat comments heard throughout the entire community outreach process, consider some potential broad recommendations, and provide another opportunity to listen to stakeholders.

Approximately 800 stakeholders participated in the additional survey with another 200 taking part in the community workshop. The bonus community outreach added approximately 45 days to the plan development process. In terms of next steps, SWA and City staff will develop a draft version of the plan during the month of July based on the feedback received thus far. The draft version will be presented to the working committee at the end of July with anticipated public hearings scheduled with the Harbor Commission and City Council in August, September, and October, if needed. Staff proposes to extend the contract through the end of the year to accommodate unanticipated events such as additional public hearings, as required.

The Agreement for consulting services that was approved on August 17, 2021 set forth the scope of work, the schedule for the work effort, the term of the contract, and the not-to-exceed contract amount of \$242,872. Staff is recommending the City Council approve the proposed First Amendment to the Agreement to extend the Term of the Agreement to December 31, 2022 with no change to the total not-to-exceed amount.

COORDINATION

The Waterfront and Economic Development Department worked with the City Attorney's Office to prepare and approve the agreement as to form.

FISCAL IMPACT

The proposed Amendment has no fiscal impact beyond the current contracted amount.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- First Amendment for Consulting Services Between the City of Redondo Beach and SWA
- Agreement for Consulting Services Between the City of Redondo Beach and SWA



Administrative Report

H.11., File # 22-4268 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: GREG KAPOVICH, WATERFRONT & ECONOMIC DEVELOPMENT

DIRECTOR

TITLE

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BACKGROUND

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COORDINATION

The Waterfront and Economic Development Department worked with the City Attorney's Office to prepare and approve the agreement as to form.

FISCAL IMPACT

The proposed Amendment has no fiscal impact beyond the current contracted amount.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- First Amendment for Consulting Services Between the City of Redondo Beach and SWA
- Agreement for Consulting Services Between the City of Redondo Beach and SWA

FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND SWA GROUP

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 SWA Group, a California corporation ("Consultant" or "Contractor").

WHEREAS, on August 17, 2021, the parties entered into the Agreement for Consulting Services between the City and Contractor (the "Agreement"); and

WHEREAS, the Agreement is set to expire August 16, 2022; and

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the terms and conditions set forth herein.

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. <u>Term.</u> Exhibit "B" of the Agreement is hereby replaced in its entirety by Exhibit "B-1", which extends the Agreement to December 31, 2022. Exhibit "B-1" is attached hereto and incorporated herein by this reference. Consultant shall commence and complete all services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B-1".
- 2. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and 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 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 this 21st day of June, 2022.

CITY OF REDONDO BEACH, a chartered municipal corporation	SWA GROUP
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. This Agreement shall expire on December 31, 2022, unless otherwise terminated as herein provided.

The "Project Schedule" which is attached as Attachment 1 and incorporated herein, assigns a general timeline to the phases and tasks outlined in the "Scope of Services" set forth in Exhibit "A". The Waterfront & Economic Development Director shall have the authority to make adjustments in the "Project Schedule" as needed.

ATTACHMENT 1 TO EXHIBIT "B-1" PROJECT SCHEDULE

KING HARBOR PUBLIC AMENITIES PLAN - REVISED SCHEDULE

Task No.	Task	Duration					
А	Existing Conditions Analysis	August 2021 - November 2021					
В	Working Committee Collaboration	October 2021 - May 2022					
С	Community Participation	November 2021 - May 2022					
D	Draft Waterfront Public Amenities Plan	January 2022 - June 2022					
E	Implementation Strategy	April 2022 - June 2022					
F	Public Hearings	July 2022 - September 2022					
-	Contingency for Schedule Delay	October 2022 - December 2022					

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND SWA GROUP

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and SWA Group, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

- 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."
- 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".
- Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

GENERAL PROVISIONS

* * * * *

- 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.
- 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.
- 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.

- Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.
- 5. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda _and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 6. <u>Professional Ability</u>. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses; certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
- 7. <u>Business License</u>. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- 8. <u>Termination Without Default</u>. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials

or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

- 9. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
- 10. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall- be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 11. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any negligent 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. <u>Nonwaiver of Rights</u>. 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.
- Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 12. <u>Insurance</u>. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 13. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 14. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- 15. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether

Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise); whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 16. <u>Subcontractors</u>. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 17. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 18. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 19. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
- 20. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 21. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 22. Time of Essence. Time is of the essence of this Agreement.

- 23. <u>Confidentiality</u>. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 24. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 25. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 26. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 27. <u>Claims</u>. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 28. <u>Interpretation</u>. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 29. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

- 30. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 31. <u>Authority</u>. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
- 32. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of August, 2021.

CITY OF REDONDO BEACH

SWA GROUP

William C. Brand, Mayor

By:
Name: Ving vyu Hung
Title: Manuaing Pancial

ATTEST:

Eleanor Manzano, CMC, Citý Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Consultant has been retained to develop a comprehensive Waterfront Public Amenities Plan. The plan shall serve as a framework to improve the existing public waterfront amenities between Portofino Way to the north and Quality Seafood to the south. This framework plan shall include an overall site plan, drawings, and diagrams that are summarized in overall plan report addressing what amenities should be rebuilt, renovated or newly added; where the amenities should be located; and what recreational, operational, and other functional elements should be included in the design.

Project plan

Consultant shall work closely with the City of Redondo Beach, the Working Committee, and stakeholders to produce a final plan that fulfills the community's shared interests and goals. Consultant shall conduct an existing conditions analysis (Task A); participate in Working Committee meetings (Task B); facilitate community outreach (Task C); prepare a draft plan and implementation strategy (Task D, Task E); and present to the City Council and Harbor Commission (Task F). Consultant acknowledges the 9-month timeline for the delivery of this project, which includes the first 6 months of plan preparation and last 3 months for public agency review.

Consultant shall propose a final submission of the King Harbor Public Amenities Plan, after the completion of the 3-month public hearings process that addresses comments which may arise from the commission and council members.

TASK A: Existing Conditions Analysis

Task Goals: Project Kick-off, Existing Conditions Analysis

Task A.1: Project Kick-Off

Consultant shall gather the information necessary to meet its contract obligations, and establish project goals with the City of Redondo Beach. Consultant shall attend a project kick-off meeting (virtual if necessary) to establish lines of communication, goals, define expectations and finalize the proposed schedule.

Task A.2: Existing Conditions Analysis

Consultant and team shall document and describe existing conditions of the site in order to provide an understanding of the project context and changing conditions or

characteristics that may represent unique segments, significant features of influence, or other factors. As part of this task Consultant shall provide a:

- · Visual Inspection on existing site conditions of the waterfront
- Review of planning documents, technical studies, and relevant materials including the General Plan, the Harbor/Civic Center Specific Plan, and the Local Coastal Plan. Consultant also understands the City is in the process of updating their General Plan.
- Review of materials for existing documents for projects in progress including the Seaside Lagoon, Public Boat Launch and Moonstone Park.
- Summary of Key Issues and Findings

Data request to City of Redondo Beach:

- Site survey
- Utility Information
- Prior master plan and planning documents
- · Pertinent mobility plans
- Waterfront tenants / leases

Deliverables

- Memorandum of Existing Conditions
- Revised Community Participation Plan

Meetings

- Kick-Off Meeting One (1)
- City Meeting One (1)

TASK B: Working Committee Collaboration

Task Goals: Consult with Working Committee

The Consultant shall engage with the Working Committee (established by the City) early on to establish the groundwork for the King Harbor Public Amenities Plan. Consultant shall meet with the Working Committee prior to facilitating the public outreach process, to ensure Consultant has received a comprehensive overview of the key challenges, opportunities and goals of the project.

Task B.1: Working Committee Charrette

Upon completion of the Existing Conditions Analysis and review of all relevant materials, Consultant shall facilitate and lead a planning charrette with the Working Committee. The charrette shall begin with listening to project background, issues and challenges from the

committee members including key considerations and issues from their distinct perspectives.

Based on the information and details received from the Working Committee, Consultant shall refine a site plan analysis that identifies key opportunities and considerations along the waterfront and document them in graphic form.

Task B.2: Working Committee Meetings

As part of this task, Consultant shall meet periodically with the Working Committee to receive comments, feedback and input on the plan progress.

Deliverables

- Working Committee Presentations
- Site Plan Analysis
- Meeting Notes

Meetings

- Working Committee Charrette One (1)
- Working Committee Meetings/Updates Four (4)

TASK C: Community Participation Plan

Consultant shall actively participate in community meetings in order to obtain local input that shall contribute to the development of the King Harbor Public Amenities Plan. Throughout this task, Consultant shall coordinate with City staff prior to each meeting to determine roles and approach, as well as follow up to determine objectives and next steps.

A collaborative process shall include interpreting the outreach efforts conducted during previous planning efforts. Consultant shall also provide a variety of engagement touch points throughout the life of the project with the goal of targeting a range of multigenerational and interest groups.

The outreach approach shall include a social media presence and online surveys. Should the need arise, proposed community outreach events and public meetings shall be conducted via online virtual meetings.

Task C.1: Website and Social Media

Consultant team shall design and produce an interactive project website to be implemented for the community participation program. Throughout the project, the Consultant team shall also design and develop social media posts to promote public

workshops and announcements to be posted on the project website, or City platforms. The website shall be used to include project updates, concept progress, meeting dates and schedule. The City shall provide all necessary contact email lists, promote events to the community, or assign someone at the City to distribute outreach promotional materials.

Task C.2: Project Videos

Consultant team shall produce videos to promote the project and its progress, to be posted on the project website and City social media channels.

Task C.3: Community Workshop (#1)

The purpose of the first community meeting is to introduce the project and project goals to the community. If at the time Consultant is ready to engage in Public Outreach it is deemed safe and reasonable to hold in-person city-sponsored events, Consultant can facilitate an in-person meeting to collect community input on preliminary ideas that came from the Working Committee session (Community Meeting #1). Consultant shall provide a presentation, pin-up boards, and posters which reflect preliminary engagement questions. The workshop may also include focused breakout sessions or conversations. If required, this Community Workshop shall be held online. With a combination of an online survey and Zoom meeting, Consultant shall present the project to the community, and solicit feedback. Consultant proposes the use of the program Mentimeter (https://www.mentimeter.com/) to prepare and collect community input. Mentimeter can be used for real-time input gathering during Zoom meetings, and can generate a shareable link to send to community members who may not be able to attend. Consultant shall prepare a survey with a variety of questions, polls, and word clouds to electronically gather community input.

Quantity: One (1)

Interaction Type: In-Person or Synchronous

Anticipated Participants: 20-45

Duration: 1.5 hours

Task C.4: Community Open House (#2, #3)

After Consultant has met with the community and has had an opportunity to begin developing a preliminary plan, Consultant shall host a series of open houses to inform the community on the plan progress and provide updates. The meetings shall be held in an open house format, where participants may come and go as they please. There shall be various stations staffed by Consultant team members to collect input and answer any questions the community may have on the plan progress. City officials shall also be

present and available to answer questions. These open houses shall be conducted online or in a socially distant format if required.

Quantity: Two (2)

Interaction Type: In-Person or Asynchronous

Anticipated Participants: 50+

Duration: 2-3 hours

Task C.5: Outdoor Pop-Ups

Consultant shall hold a series of pop-up events throughout the plan process to further promote the project and continue to gather community feedback. The purpose of the pop-ups is to provide a hassle-free way to engage those who would not typically make it out to a community meeting. The events shall include printed materials, visuals, a means to collect input either in person or on a tablet/computer. People shall also be directed to the website to sign-up for project updates, and to take an online poll. Possible pop-up locations include the Pier and Farmers Market.

Quantity: Four (4): Two (2) Pier, and Two (2) Farmers Market

Interaction Type: In-Person Anticipated Participants: 50+

Length: 2-3 hours

Deliverables

- Finalized Community Participation Plan
- Outreach Materials (Printed and Graphic)
- Project Website and Videos
- Online Survey Materials
- Presentations
- Summary of Input Received

Meetings

- Community Workshop: One (1)
- Community Open Houses: Two (2)
- Outdoor Pop-Ups: Four (4)
- City Preparation Meetings: Four (4)

TASK D: Draft Waterfront Public Amenities Plan

The Consultant team shall work collaboratively along with the City to develop a comprehensive Draft Waterfront Public Amenities Plan. The plan shall serve as a framework to improve the existing public waterfront amenities between Portofino Way to the north and Quality Seafood to the south. This framework plan shall include an overall

site plan, drawings, and diagrams that are summarized in an overall plan report addressing what amenities should be rebuilt, renovated or newly added; where the amenities should be located; and what recreational, operational, and other functional elements should be included in the design.

The first step shall be to confirm a plan outline with the City, to verify the Consultant team is working towards all plan elements. The second step shall be to begin drafting the plan based on the input collected from the various interactions with the Working Committee and the public. Consultant shall begin the plan process after the first Community Workshop with the goal of having continued public input throughout the plan progress.

Task D.1: Draft Waterfront Public Amenities Plan

The framework plan shall identify specific enhancements to the Waterfront and specifically incorporate the following elements into the overall site plan:

- A plan to enhance the waterfront promenade that connects Mole C to the Horseshoe Pier and specifically identifies ways to improve the overall pedestrian experience along the International Boardwalk and reduce flooding that occurs along the boardwalk during high tides, including, any structural upgrades, additional facilities, aesthetic improvements and possible reconfiguration of Basin 3 boat slip layout;
- The location and design of the public boat launch facility and required support parking;
- A plan for the future use, design, and lay-out of Seaside Lagoon, including its use as a public event space;
- The location and programmatic elements of a replacement Sportfishing Pier, if any;
- The location and design of a dinghy dock to serve the harbor mooring field;
- Upgrades to the City's existing personal watercraft hand launching facility, including the consideration of a zero-depth launch option;
- Consideration of additional amenities, educational features, visitor attractions and public art.
- Consideration of large public events that may take place within the plan footprint, such as music concerts, 5k runs, sport tournaments and other similar events.

Task D.2: Moonstone Park and Mole B

Consultant shall also work with the City to prioritize and expedite the planning effort for Moonstone Park and Mole B. The goal is to consider how these projects advance the overall improvements of the waterfront amenities at a holistic level. The outcome shall be updated detailed concept design drawings. The purpose of this task is to develop an

overall design concept for the sites and to document in written and graphic form the layout and character of the project.

Deliverables

- Draft Plan Outline/Key Elements
- 50% Draft King Harbor Amenities Plan
- 100% Draft King Harbor Amenities Plan
- Detailed Concept Design for Moonstone Park and Mole B

Meetings

- City Meetings –Bi-Weekly Meetings
- Draft Plan Milestone Presentations Two (2)

Task E: Implementation Strategy

The Consultant team shall help the City develop an implementation strategy for the Public Amenities Plan.

Task E.1: Implementation Strategy

Consultant shall consider how Public Amenities Plan will be implemented and funded throughout the planning and design process keeping strategic improvements and cost effectiveness in mind.

Task E.2: Cost Estimate

Consultant team shall prepare a statement of probable cost at the 50% and 100% Draft Public Amenities Plan completion. The Consultant team shall provide market-related advice on preliminary construction cost, and general conditions cost for preparation of estimates.

Deliverables

- Implementation Strategy
- Cost Estimate 50% and 100% Submissions

Meetings

City Meetings - Two (2)

Task F: Public Hearings

Task F.1: Public Hearings

At the conclusion of the 6-month planning and design period, Consultant shall attend a series of public hearings to present the 100% Draft Public Amenities Plan and

Implementation Strategy. Consultant anticipates four (4) Public Hearings shall be held which could be divided between: City Council, Harbor Commission, or another department/agency deemed appropriate by the City.

Task F.2: Final Submission of King Harbor Public Amenities Plan

Throughout the public hearing process the Council Members or Commission Members may present comments or feedback to the City staff and Consultant team. At this time, Consultant shall incorporate comments and update the draft at the end of the 3-month public hearing process for one Final King Harbor Public Amenities and Plan.

Deliverables

- Presentations
- Final Submission King Harbor Public Amenities Plan

Meetings

- City Preparation Meetings: Four (4)
- Public Hearings: Four (4)

EXHIBIT "B"

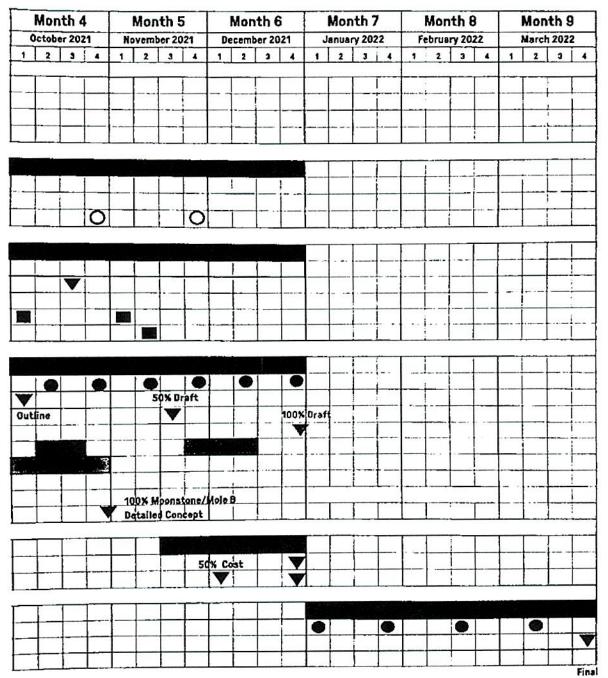
SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence on August 17, 2021 and expire August 16, 2022 ("Term") unless otherwise terminated as herein provided.

The "Project Schedule" which is attached hereto as Attachment 1 to this Exhibit and incorporated herein, assigns a general timeline to the phases and tasks outlines within the "Scope of Services" set forth in Exhibit "A". The Waterfront & Economic Development Director shall have the authority to make as needed adjustments in the "Project Schedule" as required.

ATTACHMENT 1 TO EXHIBIT "B" PROJECT SCHEDULE

ING	HARBOR PUBLIC AMENITIES PLA	N - SCHEDL	- SCHEDULE			Month 1 July 2021			Month 2 August 2021			Month 3 September 2021	
	Description	Stort	End	1	2	3	4	1	2	3	-	1 2	131
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A	Existing Conditions Analysis	1 M	НТКО					• . • • • • • • • • • • • • • • • •					- -
A.1	Project Kick-Off	7/5/2021	7/5/2021	•		9			!	-	-	:··-	
A.Z	Revised Community Participation Plan	7/16/2021	7/16/2021	_	Y.	. !			ļi				
E.A	Existing Conditions Analysis	7/5/2021	7/30/2021	ļ	<u>!</u>	1	V		ٺـــا	i		_!_	
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В	Working Committee Collaboration	5 MO	NTHS					爽		1 01		Luda	_
.1a	Working Committee Charrette (#1)	8/2/2021	8/2/2021					0	Si	to Pi	n Ans	117813	++
.16	Site Plan Analysis	8/2/2021	8/20/2021							_			
9.2	Working Committee Meetings (#2, 3, 4, 5)	8/2/2021	12/31/2021							!	O		11.
					,,								
C	Community Participation	4 M0	NTHS			i			-		=		1
11	Website and Social Media	9/6/2021	12/31/2021					!		-	Kick-Off	V	1
2.2	Project Videos	9/6/2021	12/31/2021						! -	- }	호	- i –	V
2.3	Community Workshop (#1)	9/9/2021	9/9/2021			[- C	-	,
2.4	Community Open House (#2, #3)	10/1/2021	11/1/2021					- 1	· -	_	5		
2.5	Outdoor Pop-Ups (#1, 2, 3, 4)	10/1/2021	11/1/2021						!		0		: :
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0	Draft Waterfront Public Amenities Plan	3.5 M	ONTHS			-		- !		·i			
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10	Draft Plan Outline	10/4/2021	10/4/2021									-i -	 i -
.15	50% Draft Waterfront Amenities Plan	11/12/2021	11/12/2021			ļ.		-				<u>-</u> -	
.1c	100% Draft Waterfront Amenitites Plan	12/20/2021	12/20/2021						i		- 1	ļ.,	i
1.d	City Review						~	_	- 444 7-		_	1	
0.2	Expedited Planning Track	8/2/201	10/29/2021					EXP	ear ted	700	*001	rack: Mo	The same
.2a	Moonstone Park - Detailed Concept 50%	8/2/201_	10/29/2021	_	- 85			•		-			
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E	Implementation Strategy	1.5 M											
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2	Cost Estimate	11/22/2021	12/31/2021							1	\perp		
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F	Public Hearings	-	STATE OF THE PARTY									!	
.1_	City Council/Harbor Commission Presentations	1/3/2022	3/25/2022										++
.2	Final Submission	1/3/2022	3/25/2022	-		-	_			+			-
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)	Working Committee Meeting		Subtask										
_		THE REAL PROPERTY.	City Review										
7	Milestone/Deliverable				_								
20	Outreach Meeting/Event	2887	Expedited P	anain	g Tra	ck							



Submission

EXHIBIT "C"

COMPENSATION

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

L. COST QUOTE AND HOURLY RATES.

A. <u>Amount</u>. Consultant shall be paid a not to exceed amount of \$242,872 in accordance with the schedule and rate schedule attached hereto as Attachment 1 to this Exhibit and incorporated herein.

In the event Consultant's costs, including direct costs and costs of Sub-Consultants are less than the projected estimates described above Consultant's compensation shall be adjusted accordingly. However, in no event shall the total costs and compensation under this Agreement exceed the amount of \$242,872.

B. Hourly Rates.

- Consultant shall be paid pursuant to the hourly rates that are outlines in Attachment 1 to this Exhibit.
 - Consultant and Sub-Consultants shall be paid 1.5 times the hourly rate for time spent as an expert witness at court trials, mediation, arbitration hearings, and depositions.
 - Consultant and Sub-Consultants shall be paid the standard hourly rate for the time spent preparing for trials, hearings, and depositions.
- ii. Sub-Consultants shall be paid pursuant to the hourly rates outlined in Attachment 1 to this Exhibit.

C. Reimbursable Expenses.

- Routine other direct costs ("ODCs"), such as day-to-day copying, faxing, printing, telephone charges, and supplies are included in the hourly rates.
- ii. Non-routing ODC's, such as large-scale reproduction specialty printing, equipment rentals, etc. shall be charged at cost.
- iii. Travel (i.e. air fares, lodging, meals and rental cars) shall be charged at actual cost incurred and not at the hourly rate. Mileage will be charged at the current IRS rate per mile.
- iv. Any other non-routing direct costs, not specifically identified herein, shall be charged at cost.
- v. Travel and other reimbursable expenses invoiced by Consultant shall not be paid unless first approved by the City in writing.

- II. 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.
- III. SCHEDULE FOR PAYMENT. City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice, provided services are completed to City's reasonable satisfaction.
- IV. 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 Jeremy Klemic, Associate Principal / Project Manager

JKlemic@SWAGroup.com 811 W. 7th St., 8th Floor Los Angeles, California

90017

City Stephen Proud

Waterfront & Economic Development Director

City of Redondo Beach 415 Diamond Street

Redondo Beach, CA 90277

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

ATTACHMENT 1 TO EXHIBIT "C" COSTS

TASK	SWA	Anchor QEA	ARG	Murakawa	Cumming	TOTAL	
Task A: Existing Conditions Analysis/Project Kick-Off	\$13,287	\$5,114	\$4,930	\$2,220	\$1,600	\$27,151	
Task B: Working Committee Collaboration	\$12,577	\$8,439		\$2,960		\$23,976	
Task C: Community Participation Plan	\$37,241	\$5,506		\$12,080	••••	\$54,827	
Task D: Draft Waterfront Public Amenities Plan	\$58,141	\$28,561	\$8,310			\$95,012	
Task E: Implementation Strategy	\$9,190	\$4,128	\$1,740		\$16,840	\$31,898	
Task E: Public Hearings/ Final Gubmission	\$7,460	\$2,548				\$10,008	
Total by Firm	\$137,896	\$54,296	\$14,980	\$17,260	\$18,440	\$242,872	

FIRM	Staff Classification	Billing Rate	Task A	Task B	Task C	Task D	Task E	Task F	TOTALS
SWA	Co-CEO	\$305	12	12	12	38	4	6	84
SWA	Managing Principal	\$295	8	8	30	25	2	4	77
SWA	Associate Principal, PM	\$185	30	25	38	150	28	20	291
SWA	Associate Principal, Outreach	\$148	4	4	82	12			102
SWA	Urban Planner	\$115	15	16	55	110	24	10	230
Anchor QEA	Principal	\$283	2	13	6	18			39
Anchor QEA	Senior Manager	\$255				2			2
Anchor QEA	Meneger	\$238	12	20	16	36	9	4.5	97.5
Anchor QEA	Senior Staff	\$211	6			65	8	7	86
Anchor QEA	Senior Technical Editor	\$149					2		2
Anchor QEA	Technical Editor	S124			-	2			2
Anchor QEA	Senior Project Coordinator	\$142	3			3			6
ARG	Principal	\$230	3			1			4
ARG	Project Manager	\$155	16			22	8		46
ARG	Designer	\$125	16			38	4		58
Murakawa	Task Leader	\$200	6	8	24				38
Murakawa	Co-Task Leader	\$170	6	8	24				38
Murakawa	Digital Communications	\$100	(32				32
Cumming	Associate Director	\$210	4				24		28
Cumming	Senior Cost Manager	\$190	4				40		44
Cumming	Cost Manager	\$175					24		24
Total By Task			147	114	319	522	177	51.5	1330.5

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.

<u>Deductibles and Self-Insured Retentions</u>

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

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



Administrative Report

H.12., File # 22-4340 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE THE AFFORDABLE HOUSING DOCUMENTS FOR THE SALE OF 2750 ARTESIA BOULEVARD, #116, REDONDO BEACH, CA 90278.

- 1. AGREEMENT CONTAINING COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE [MODERATE INCOME]
- 2. ESCROW INSTRUCTIONS

EXECUTIVE SUMMARY

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

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

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

This Affordable Housing agreement is necessary due to the current owner's request to sell the moderate-income unit located at 2750 Artesia Blvd., #116, Redondo Beach, CA 90278. This agreement will preserve the City's rights in the addendum to the Grant Deed which includes the preservation of the applicable low/moderate income Housing Covenants and Restrictions. These Covenants and Restrictions also grant the City an option to purchase the unit in the case of an uncured default or upon the Owner's intent to transfer the residence.

BACKGROUND

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

Pursuant to State and local requirements, the income restricted unit at 2750 Artesia Blvd., #116 can be sold or rented only to qualified moderate income individuals. Moderate income levels are based on a County-wide formula with income levels determined based on household size and in comparison to county wide median income.

The owner of this affordable housing unit made a request to sell their unit and has identified another qualified moderate income buyer. The Affordability Agreement is a recorded document to ensure maintenance of affordability levels. Provisions of the agreement will require housing staff to perform verification of buyer/tenant qualification and annual compliance reporting. The maximum sales price for this unit is \$190,349 and is calculated to be consistent with affordability criteria under State Law.

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

COORDINATION

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

FISCAL IMPACT

Affordable Housing Program activities are processed through the City's Housing Authority. As part of the adopted FY 2021-22 Budget, the City Council approved a per transaction fee of \$75 for administering affordable housing agreements of this type.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Affordable Housing Agreement
- Escrow Instructions
- Maximum Sales Price Quote



Administrative Report

H.12., File # 22-4340 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Affordable Housing Agreement
- Escrow Instructions
- Maximum Sales Price Quote

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

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

(No Fee per Government Code § 27383)

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

Owner: David Taekwon Ahn Residence Address: 2750 Artesia Boulevard, #116, Redondo Beach, California 90278

This agreement, entitled Agreement Containing Covenants, Restrictions and Option to Purchase (the "Agreement") is entered into as of this 21st day of June, 2022 by and among the City of Redondo Beach, a chartered municipal corporation (the "City"), the Housing Authority of the City of Redondo Beach, a public body, corporate and politic (the "Authority") and David Taekwon Ahn (the "Owner").

RECITALS

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

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

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

1. DEFINITIONS

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

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

- h. "Residence" Section 2.
- i. "Restricted Period" shall mean fifty-five (55) years commencing from the date the first Certificate of Occupancy for the Residence is issued.
- j. "Sales Price" shall mean the total compensation payable by a purchaser for the Residence.
- k. "Senior Citizen Household" shall mean a household where at least one person in residence is fifty-five (55) years of age older and such person intends to reside in the Residence as his/her/their primary residence on a permanent basis. Any other person residing in the Residence shall be a "qualified permanent resident" or a "permitted health care resident" as provided in the Unruh Civil Rights Act, California Civil Code Section 51, et seq., or the Federal Fair Housing Act, 42 USC Section 3607, and all other applicable federal, state and local laws and regulations governing the use and occupancy of the development.
- 1. "Transfer" shall mean any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, or by devise or inheritance to children, shall be a "Excluded Transfer" for purposes of this Agreement; provided, however, that transferees of any Excluded Transfer shall be bound by all covenants, conditions, restrictions, limitations and provisions contained in this Agreement, including, but not limited to, promptly providing the City and Authority with the "Notice of Excluded Transfer" upon any such Excluded Transfer.

2. DESCRIPTION OF PROPERTY

This Agreement concerns the real property commonly known as 2750 Artesia Boulevard., #116, Redondo Beach, California, 90278, which is more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Residence"). The Residence shall also include any and all improvements constructed on the real property whether now or in the future.

OWNER CERTIFICATION

Owner certifies the following:

a. The financial and other information provided in order to qualify to purchase the Residence is true and correct; and

b. Owner shall occupy the Residence as Owner's principal place of residence.

4. OWNER-OCCUPANCY: LEASING OF RESIDENCE

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

- e. These owner-occupancy restrictions may be modified or terminated only upon the written approval of the City and Authority. Any modification or termination must be in writing and recorded in the Official Records of the Office of the County Recorder of Los Angeles County.
- f. Owner shall be considered as occupying the Residence if Owner is living in the Residence for at least ten (10) months out of each calendar year.

5. MAINTENANCE OF PROPERTY

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

6. NOTICE OF INTENDED TRANSFER

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

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

7. DETERMINATION OF RESALE PRICE

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

- a. <u>Increased Base Price</u>. The "Increased Base Price" means the purchase price that Owner paid for the Residence, increased by the percentage change in the Area Median Income for Los Angeles County, as published annually by HCD, determined in accordance with HCD published criteria, from the purchase date to the date of notification as indicated in Section 6, above. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, the City or Authority may use or develop such other reasonable method as it may choose to determine the area median income for Los Angeles County.
- Adjusted Increased Base Price. The Increased Base Price shall also be b. adjusted for the "Value of Capital Improvements". The "Value of Capital Improvements" shall mean the value of substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Residence or substantial or total loss of value of said improvements. No such valuation shall be made except for improvements: (a) made or installed by or under the direction of the Owner; (b) with an initial cost of One Thousand Dollars (\$1,000) or more; and (c) which can be documented by the Owner to the reasonable satisfaction of the City or Authority. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the appraised market value of the improvements when considered as additions or fixtures to the Residence (i.e., the amount by which said improvements enhance the market value of the Residence at the time of sale or valuation). The adjustment to the Increased Base Price for such improvements shall be limited to the increase in value, and shall be determined by the City or Authority and the Owner, or in the event of a failure to agree, by an independent residential appraiser selected by the Owner from a list of appraisers established by the City or Authority. The cost of the appraisal shall be borne by the Owner.

8. OPTION

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

- a. <u>Events Precipitating City's Option to Purchase</u>. The Owner agrees the City's Option may be exercised upon the occurrence of any of the following:
 - i. An uncured default by Owner under this Agreement, subject to the notice and cure provisions of Section 10;

- ii. An uncured default under any promissory note, deed of trust or any other lien, including, without limitation, a judgment lien, recorded against, secured by, or encumbering the Residence; or
- iii. Owner's Notice of Intent to Transfer the Residence.
- b. <u>Time and Manner of Exercising Option</u>. The Option may be exercised by the City delivering to Owner written notice of such exercise. Upon the City's knowledge of the occurrence of any event listed in subsection a. above, the City shall have sixty (60) days to notify Owner of its decision to exercise its Option. The notification to Owner regarding the Option exercise shall be pursuant to Section 21 of this Agreement. The City shall have the right, in its sole discretion, to assign the Option to the Authority upon written notice to the Owner that the Option has been assigned to the Authority. In the event the Option is assigned to the Authority, the Authority shall be entitled to the rights of the City in relation to the Option as set forth herein and shall be obligated under the terms and the covenants of this Section 8.
- c. <u>Payment for Option</u>. Upon the occurrence of an event listed in subsection a above, and the exercise by the City of its Option, the City shall pay (or in the event City designates an Eligible Purchaser, cause to be paid by such Designee), the Resale Price to Owner at the close of escrow, pursuant to subsection d, below.
- d. <u>Escrow</u>. Within thirty (30) days following the exercise of the Option, the parties agree that the City shall open, or cause to be opened, an escrow with a title insurance company or such other escrow agent reasonably acceptable to the City (the "Escrow Agent") and the parties agree to execute escrow instructions with Escrow Agent as may be required by Escrow Agent, or to implement or give effect to the terms and conditions of this Agreement. The parties agree to the following escrow terms and conditions:
 - i. The escrow shall be for a period of ninety (90) days or sooner if mutually agreed by the parties;
 - ii. The City agrees that it will pay, or cause to be paid by the Designee, the Resale Price upon the close of escrow or as otherwise mutually agreed to by the parties. Notwithstanding the foregoing, should Owner fail to cure all Deficiencies, if any, in accordance with Section 5 prior to the close of escrow, the Owner hereby agrees that the Escrow Agent shall withhold that portion of the Resale Price necessary to pay for curing the Deficiencies, based upon written estimates obtained and submitted to the Escrow Agent by the City. The City and/or Designee shall cause the Deficiencies to be cured and, upon certification of completion of work by the City and/or Designee, the Escrow Agent shall disburse such funds to the City

- and/or Designee to pay for said work. Any remaining funds shall be disbursed by the Escrow Agent to Owner;
- iii. The Owner agrees that it shall pay the premium for a standard C.L.T.A. policy of owner's title insurance issued by the Escrow Agent or title insurance company reasonably acceptable to the City in the amount of the Resale Price, insuring title to the Residence in the City's (or Designee's, as the case may be) name, subject only to those matters approved by the City or Designee in writing. In the event the City (or Designee, as the case may be) requests an A.L.T.A. policy of owner's insurance and/or any title endorsements, the additional costs associated with the issuance of an A.L.T.A policy or the endorsements shall be paid by the City (or Designee, as the case may be);
- iv. In the event the City exercises its Option pursuant to Section 8.a.3, the Owner and City agree that all costs and fees charged in connection with the closing and escrow shall be borne one-half (1/2) by the City (or Designee, as the case may be) and one-half (1/2) by the Owner. In the event the City exercises its Option pursuant to Section 8.a.1 or Section 8.a.2, the Owner agrees to pay all costs and fees charged in connection with the closing and escrow;
- v. The Owner agrees that it shall deposit in escrow for delivery to the City (or Designee, as the case may be) a grant deed to the City or Designee (in such form as may be reasonably acceptable to the City or Designee in his/her/their sole discretion);
- vi. Taxes and assessments shall be prorated at the close of escrow with Owner paying all such taxes and assessments due and payable prior to the close of escrow and City (or Designee, as the case may be) paying all such taxes and assessments due and payable following the close of escrow:
- vii. Owner agrees that title shall be conveyed by Owner at the close of escrow to the City (or Designee, as the case may be) free and clear of all mortgages, deeds of trust, liens and encumbrances. Owner agrees that any costs to remove or satisfy any mortgages, deeds of trusts, liens or encumbrances shall be the responsibility of Owner, at Owner's sole cost and expense; and
- viii. Any other terms or conditions mutually agreed to by the parties.
- e. Priority of Option. The Option granted pursuant to this Agreement shall be senior in priority to any lien or encumbrance.

9. RESTRICTED TRANSFER BY OWNER

- a. In the event the City does not exercise its Option pursuant to Section 8, above, Owner may Transfer the Residence to an Eligible Purchaser for not more than the Resale Price.
- b. In the event the City does not exercise its Option pursuant to Section 8, above, and Owner experiences an extreme hardship, Owner may submit written request to the City or Authority to waive the requirement that the purchaser of the Residence be an Eligible Purchaser and/or the requirement that the Sales Price not exceed the Resale Price. Within one hundred and twenty (120) days of such written request, the City may, in its sole discretion, approve the Transfer of the Residence to a non-Eligible Purchaser and/or the Transfer of the Residence in excess of the Resale Price. Upon the issuance by the City or Authority of a written waiver of the requirement that the purchaser be an Eligible Purchaser and/or the requirement that the Sales Price not exceed the Resale Price, subject to the provisions of this Section 9.b. and 9.c., Owner may Transfer the Residence to the non-Eligible Purchaser and/or may Transfer the Residence for an amount in excess of the Resale Price, as applicable. Any such transferee shall execute and record a covenant against the Residence, running to the benefit of the City and Authority, requiring that the transferee will occupy the Residence, subject to limited leasing rights, as provided in Section 4, of this Agreement.
- c. In the event the City or Authority waives the requirement that the Sales Price not exceed the Resale Price, the City shall be entitled to receive, and Owner shall pay to the City, an amount equal to 50% of the "Excess Proceeds". "Excess Proceeds" shall mean the Sales Price minus the sum of the following: repayment in full of any mortgage encumbering the Residence, and reimbursement to the Owner in the amount of the sum of the Owner's original down payment, the cost of any Capital Improvements made by the Owner and any payments made by the Owner to reduce to the principal balance of the mortgage prior to the sale.

10. DEFAULTS AND REMEDIES

Upon a violation of any of the provisions of this Agreement by Owner, the City or Authority shall give written notice to Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of City or Authority within thirty (30) days after the date the notice is mailed, or within such further time as City or Authority determines is necessary to correct the violation, City or Authority may declare a default under this Agreement. Upon the declaration of a default or if Owner makes any misrepresentation in connection with receiving any benefits under this Agreement, City or Authority may apply to a court of competent jurisdiction for specific performance of the obligations of this Agreement, for an injunction prohibiting a proposed Transfer in violation of this Agreement, for a declaration that a Transfer in violation of the provisions

of this Agreement is void or any such relief at law or in equity as may be appropriate. Owner, and/or Owner's purchaser or transferee in those circumstances where a Transfer has occurred in violation of this Agreement, shall hold the City, Authority and their employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City, the Authority or their employees or other agents take in enforcing the provisions of this Agreement.

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

11. NOTICE OF DEFAULT AND FORECLOSURE

Owner agrees the City and Authority shall have the right to record against title to the Residence a request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence in the Office of the Recorder of Los Angeles County in substantially the form attached hereto as Exhibit B ("Notice of Sale"). The Owner shall provide to the City and Authority a written copy of any notice of default or notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence immediately upon receipt by the Owner. The City or Authority may declare a default under this Agreement upon receipt of any notice given to the City and Authority pursuant to Civil Code Section 2924b or pursuant to this Section, and may exercise its remedies as provided in Section 8 and Section 10. In the event of default or foreclosure of such deed of trust or mortgage, the City or Authority shall have the same right as the Owner to cure defaults and redeem the Residence prior to foreclosure sale. Nothing contained herein shall be construed as creating any obligation of the City or Authority to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

12. NON-LIABILITY OF THE CITY AND AUTHORITY

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

13. BINDING ON SUCCESSOR AND ASSIGNS

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

SUPERIORITY OF AGREEMENT

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

15. OBLIGATION TO REFRAIN FROM DISCRIMINATION

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

FORM OF NONDISCRIMINATION AND NONSEGRATION CLAUSES

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

a. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the

grantee itself or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

- b. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the leasing, subleasing, renting, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased."
- c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land."

17. TERMINATION OF COVENANTS, RESTRICTIONS AND OPTION TO PURCHASE

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

18. DEED OF TRUST

Each and every condition, obligation, covenant and agreement contained in this Agreement shall at all times throughout the term be secured by a deed of trust in favor of the City and the Authority ("Deed of Trust"), substantially in the form attached hereto as Exhibit C. Owner agrees to execute and deliver the Deed of Trust (in recordable form) and it shall be recorded against the Residence. The Deed of Trust will be subordinate to any liens securing financing for Owner's purchase of the Residence, but this Agreement shall

be senior to any such liens and shall not be extinguished by foreclosure, a deed in lieu of foreclosure or power of sale, or sale.

19. ENFORCEMENT

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

20. INVALID PROVISIONS

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

21. CONTROLLING LAW

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

22. NOTICES

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

To the Owner:

David Taekwon Ahn 2750 Artesia Boulevard, #116 Redondo Beach, California 90278

To the City:

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

To the Authority

The Housing Authority of the City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: Director of Community Services Attention: Housing Supervisor

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

23. INTERPRETATION OF AGREEMENT

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

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

"OWNER"

Date: 6/9/2022

. .

[remainder of page left intentionally blank]

[signatures continue on the following page]

Accepted and agreed to by the City this 21^{st} day of June, 2022.

	CITY OF REDONDO BEACH, a chartered municipal corporation
Date:	By: William C. Brand Mayor
APPROVED AS TO FORM: Michael W. Webb City Attorney	
By: Michael W. Webb	
ATTEST:	
By:Eleanor Manzano City Clerk	

[Signatures continue on following page]

Accepted and agreed to by the Authority this 21st day of June, 2022.

	HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, a public body, corporate and politic
Date:	By: William C. Brand Chairman
APPROVED AS TO FORM: Michael W. Webb General Counsel for Authority	
By:Michael W. Webb	
ATTEST:	
By:Eleanor Manzano	

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
On this 9th day of June , 2022, before me, Joule VTM , 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) JOOHEE KIM COMM. # 2247975 NOTARY PUBLIC - CALIFORNI COMM. EXPIRES JULY 26, 2022
A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On thisday of, 20, before me,, Notary Public, personally appeared,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: (Seal)

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 116 OF MODULE 2 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY 24, 2008, AS INSTRUMENT NO. 08- 149822, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/48TH FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 2 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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

PARCEL 3

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED S EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111

EXHIBIT B NOTICE OF SALE

[BEHIND THIS PAGE]

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

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

(No Fee per Government Code § 27383)

REQUEST FOR NOTICE Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that copies of any NOTICE OF DEFAULT and copies of any NOTICE OF SALE under the DEED OF TRUST dated as of June 21, 2022 and recorded as Instrument No. ______, in the Official Records of Los Angeles County on ______, 2022 and describing the following real property, located in Los Angeles County, California as

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

executed by David Taekwon Ahn, a Single Man as sole owner and Trustor, in which the City of Redondo Beach, California and the Housing Authority of the City of Redondo Beach, California are collectively names as Beneficiary and First American Title Company, as Trustee, be mailed to:

City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: City Attorney

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

CITY OF REDONDO BEACH, a chartered municipal corporation

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

Date:	By: William C. Brand
	Mayor and Chairman
APPROVED AS TO FORM:	
Michael W. Webb	
City Attorney and General Counsel for	for Authority
By: Michael W. Webb	
Michael W. Webb	
ATTEST:	
By:	
Eleanor Manzano	
City Clerk and Secretary for A	Authority

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

STATE OF CALIFORNIA		
COUNTY OF LOS ANGELES		
subscribed to the within instrument and same in his/her/their authorized capaci		the the
I certify under PENALTY OF PERJUF foregoing paragraph is true and correct	RY under the laws of the State of California that	the
WITNESS my hand and official seal.		
Signature:	(Seal)	
	eting this certificate only verifies the identity of o which this certificate is attached, and not at document.	
STATE OF CALIFORNIA		
COUNTY OF LOS ANGELES		
subscribed to the within instrument and same in his/her/their authorized capaci		the the
I certify under PENALTY OF PERJUI foregoing paragraph is true and correct	RY under the laws of the State of California that t.	the
WITNESS my hand and official seal.		
Signature	(Seal)	

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

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PARCEL 2:

AN UNDIVIDED 1/48TH FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 2 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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

PARCEL 3

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111

Assessor's Parcel Number: 4082-012-111

RECORDING REQUESTED BY:

City of Redondo Beach

WHEN RECORDED MAIL TO:

Housing Authority of the City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: Housing Supervisor

(No Fee per Government Code § 27383)

REQUEST FOR NOTICE Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that copies of any NOTICE OF DEFAULT and copies of any NOTICE OF SALE under the DEED OF TRUST dated as of June 21, 2022 and recorded as Instrument No. ______, in the Official Records of Los Angeles County on ______, 2022 and describing the following real property, located in Los Angeles County, California as

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

executed by David Taekwon Ahn, a Single Man as sole owner and Trustor, in which the City of Redondo Beach, California and the Housing Authority of the City of Redondo Beach, California are collectively names as Beneficiary and First American Title Company, as Trustee, be mailed to:

City of Redondo Beach
The Housing Authority of the City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
Attention: Director of Community Services
Attention: Housing Supervisor

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

CITY OF REDONDO BEACH, a chartered municipal corporation

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

Date:	By: William C. Brand Mayor and Chairman
APPROVED AS TO FORM: Michael W. Webb City Attorney and General Counsel for	or Authority
By: Michael W. Webb	
ATTEST:	
By:Eleanor Manzano City Clerk and Secretary for A	

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
On this day of, 20, before me,,
On this day of, 20, before me,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: (Seal)
A notary public or other officer completing this certificate only verifies the identity of the individuals who signed documents to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On thisday of, 20, before me,, Notary Public, personally appeared,, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
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)

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PARCEL 2:

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EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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PARCEL 4

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Assessor's Parcel Number: 4082-012-111

EXHIBIT C PERFORMANCE DEED OF TRUST

[BEHIND THIS PAGE]

RECORDING REQUESTED BY:

Housing Authority of the City of Redondo Beach

WHEN RECORDED MAIL TO:

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

(No Fee per Government Code § 27383)

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

THIS PERFORMANCE DEED OF TRUST (this "Deed of Trust") dated as of June 21, 2022 is entered into by David Taekwon Ahn, a Single Man ("Trustor") whose address is 2750 Artesia Boulevard, #116, Redondo Beach, California 90278 in favor of Chicago Title Company ("Trustee"), for the benefit of the City of Redondo Beach, a chartered municipal corporation (the "City") whose address is 415 Diamond Street, Redondo Beach, California 90277 and the Housing Authority of the City of Redondo Beach, a public body, corporate and politic (the "Authority") whose address is also 415 Diamond Street, Redondo Beach, California 90277 (the City and Authority are referred to hereinafter collectively and individually as the "Beneficiary").

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

FOR THE PURPOSE OF SECURING: performance of Trustor's obligation to allow the Beneficiary to cure any default or otherwise purchase the Property in accordance with, and subject to, the terms and conditions of the June 21, 2022 Agreement Containing Covenants, Restrictions and Option to Purchase ("Covenant Agreement") executed by Trustor and Beneficiary, recorded concurrently herewith and incorporated herein by reference.

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

- 1. Maintenance of the Property. Trustor will:
 - a. keep the Property in good condition;
 - b. not permit any mechanic's or materialman's lien to arise against the Property;
 - c. comply with all laws having a material effect on the Property; and
 - d. not commit or permit waste on or to the Property.
- 2. Taxes and Other Sums Due. Trustor will promptly pay, satisfy and discharge when due:
 - a. prior to delinquency, all general and special taxes, and assessments, water and sewer district charges, rents and premiums affecting the Property; and
 - b. all encumbrances, charges and liens on the Property, with interest thereon, which are prior or superior to the lien of this Deed of Trust. Upon request by Beneficiary, Trustor will promptly furnish Beneficiary with all notices of sums due for any amounts specified in subparagraph (a) hereof, and upon payment of any such sum by Trustor, Trustor will promptly furnish Beneficiary with written evidence of such payment. Should Trustor fail promptly to make any payment required hereunder, Beneficiary may (but is not obligated to), at Beneficiary's sole expense, make such payment. Trustor will notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Property and agrees that Beneficiary, in the name of Trustor, may (but is not obligated to), at Beneficiary's expense, contest by appropriate proceedings such increase in assessment.
- 3. Lease of the Property by Trustor. Except as permitted under the Covenant Agreement, Trustor shall not enter into a lease for all or any portion of the Property.
- 4. Defense of Deed of Trust; Litigation. Trustor will give Beneficiary immediate written notice of any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Property or this Deed of Trust. Trustor shall commence, appear in, prosecute, defend, compromise and settle, and incur necessary costs and expenses, including reasonable attorneys' fees, in so doing, any action or proceeding, whether judicial or non-judicial, deemed necessary in Beneficiary's reasonable judgment to preserve or protect the Property or this Deed of Trust. Trustor shall utilize counsel reasonably satisfactory to Beneficiary in connection with any such action or proceeding. Trustor will pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear or for which legal counsel is sought, whether by

virtue of being made a party defendant or otherwise, and whether or not the interest of Beneficiary or Trustee in the Property is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Property and any action brought by Beneficiary to foreclose this Deed of Trust or to enforce any of its terms or provisions.

- 5. Failure of Trustor to Comply with Deed of Trust. Should Trustor fail to do any act required by this Deed of Trust, or should there be any action or proceeding (including, without limitation, any judicial or non-judicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Property or this Deed of Trust, Beneficiary or Trustee may (but is not obligated to):
 - Make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Property or this Deed of Trust, Beneficiary and Trustee being authorized to enter upon the Property for any such purpose; and
 - b. In exercising any such power, pay necessary expenses, employ attorneys and pay reasonable attorneys' fees incurred in connection therewith, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder.
- 6. Amounts Advanced to Bear Interest. At Beneficiary's request, Trustor will immediately pay any expenses or other amounts advanced or paid by Beneficiary or Trustee under any provision of this Deed of Trust. Until so repaid, all such amounts shall be added to, and become a part of, the indebtedness secured hereby and bear interest from the date of advancement or payment by Beneficiary or Trustee at the highest rate then allowed by applicable law.
- 7. Default. Each of the following shall constitute a "**Default**" under this Deed of Trust:
 - a. The filing by Trustor of any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or
 - b. In the event that after the date hereof, except as provided in the Covenant Agreement Trustor sells, contracts to sell, gives an option to purchase, conveys, transfers or alienates the Property, or suffers its title to, or any interest in the Property to be divested, whether voluntarily or involuntarily; or
 - c. Trustor defaults under the terms and conditions of the Covenant Agreement.
- 8. Remedies on Default. In the event of any Default hereunder which remains uncured following notice from Beneficiary and any cure period for such Default set forth

herein, Beneficiary, at Beneficiary's option, and to the extent permitted by applicable law, may, by delivering to Trustee a written declaration of default and demand for sale, executed by Beneficiary and reciting facts demonstrating such default by Trustor, together with a written notice of default, cure any defaults or purchase the Property pursuant to the terms of the Covenant Agreement. Beneficiary shall also deposit with Trustee the Covenant Agreement (including any amendments thereto), this Deed of Trust and such other documents necessary or appropriate. Upon receipt by Trustee of such affidavit or declaration of default and such notice of default and election to sell. Trustee shall accept as true and conclusive all facts and statements contained in such affidavit or declaration of default and shall cause such notice of default and election to sell to be recorded as required by applicable law. Upon the expiration of such period as may then be required by applicable law following recordation of such notice of default, and after notice of sale has been given in the manner and for the period required by applicable law, Trustee, without demand on Trustor, shall sell the entire Property at the time and place fixed in such notice of sale, to Beneficiary, subject to the minimum bid requirement, for cash in lawful money of the United States, payable at the time of sale. Such sale shall be subject to all of the terms and conditions of the Covenant Agreement. Trustee may postpone the sale of all or any portion of the Property by public announcement made at the initial time and place of sale, and from time to time thereafter by public announcement made at the time and place of sale fixed by the preceding postponement. Trustee shall deliver to Beneficiary at such sale its deed conveying the Property, but without any covenant or warranty, express or implied. The recital in such deed of any matter of fact shall be conclusive proof of the truthfulness thereof. After deducting all costs, fees, and expenses of Trustee under this Section, including costs of procuring evidence of title and Trustee's and Trustee's attorneys' fees incurred in connection with such sale. Trustee shall deliver all proceeds up to the purchase price to Trustor and any excess to Beneficiary.

- 9. Obligation to Inform Beneficiary of Default. Trustor will notify Beneficiary in writing, at or prior to the time of the occurrence of any Default event described in Section 7 hereof, of such event and will promptly furnish Beneficiary with any and all information concerning such event which Beneficiary may request.
- 10. Remedies Cumulative. Each remedy provided by this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided hereby or by applicable law, and each may be exercised concurrently, independently or successively, in any order whatsoever.
- 11. Trustee. The Trustee shall be deemed to have accepted the terms of this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee shall not be obligated to notify any party hereto of any pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party, unless such sale relates to or reasonably might affect the Property or this Deed of Trust, or unless such action or proceeding has been instituted by Trustee against the Property, Trustor or Beneficiary.

- 12. Reconveyance. Upon written request of Beneficiary reciting that the right to cure or purchase will not be exercised by Beneficiary, surrender of this Deed of Trust to Trustee for cancellation, and payment by Beneficiary of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Property as directed by Beneficiary and Trustor in a joint writing. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof.
- 13. Substitution of Trustee. Beneficiary, at Beneficiary's option, may from time to time, by written instrument approved in writing by Trustor, substitute a successor to Trustee named herein or acting hereunder, which instrument, when executed and acknowledged by Beneficiary and Trustor and recorded in the office of the Recorder of the county in which the Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers and duties of such predecessor Trustee, including without limitation, the power to reconvey the Property. To be effective, such instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page at which, and the county in which, this Deed of Trust is recorded and the name and address of the substitute Trustee and be signed by Trustor. If any notice of default has been recorded hereunder, this power of substitution cannot be exercised until all costs, fees and expenses of the then acting Trustee have been paid. Upon such payment, the then acting Trustee shall endorse receipt thereof upon the instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of other provisions for substitution provided by applicable law.
- 14. No Waiver by Beneficiary. No waiver by Beneficiary of any right or remedy provided by the Covenant Agreement, this Deed of Trust or applicable law shall be effective unless such waiver is in writing and subscribed by Beneficiary. Waiver by Beneficiary of any right or remedy granted to Beneficiary under the Covenant Agreement or any provision thereof, this Deed of Trust or applicable law as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. The assertion by Beneficiary of any right or remedy provided by this Deed of Trust shall not constitute a waiver of Beneficiary's right to require prompt performance of the Secured Obligation and Trustor's obligations under this Deed of Trust.
- 15. Consents and Approvals to be in Writing. Whenever the consent or approval of Beneficiary or Trustor is specified as a condition of any provision of this Deed of Trust, such consent or approval by Beneficiary or Trustor, as applicable, shall not be effective unless such consent or approval is in writing, subscribed by Beneficiary or Trustor, as applicable. Such consent shall not be unreasonably withheld, delayed or conditioned.
- 16. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to

the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered:

- a. upon receipt when hand delivered during normal business hours (provided that notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received);
- b. upon receipt when sent by facsimile to the number set forth below (provided, however, that notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section);
- c. upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery); or
- d. one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

The addresses of the parties to receive notices are as follows:

TO BENEFICIARY:

City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: City Manager, Joe Hoefgen Attention: Director of Community Services

Facsimile: (310) 543-1730

Housing Authority of the City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277 Attention: Housing Supervisor

TO TRUSTOR:
David Taekwon Ahn
2750 Artesia Boulevard, #116
Redondo Beach, California 90278

TO TRUSTEE:

First American Title 207 Goode Avenue, Suite 410 Glendale, California 91203

Email: ben@benhsutitle.com

- 17. Request for Notice of Default. The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at the address specified herein.
- 18. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of California.
- 19. Severability. If any paragraph, clause or provision of the Covenant Agreement or this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of the Covenant Agreement or this Deed of Trust.
- 20. Relationship. Nothing contained herein or in the Covenant Agreement shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of Trustor and Beneficiary. Trustor and Beneficiary expressly disclaim any intent to create a partnership or joint venture pursuant to this Deed of Trust or the Covenant Agreement.
- 21. Attorney Fees. If any party to this Deed of Trust shall bring any action for any relief against any other party, declaratory or otherwise, arising out of this Deed of Trust, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this Section, attorney fees shall include, without limitation, fees incurred in the following:
 - a. post-judgment motions;
 - b. contempt proceedings;
 - c. garnishment, levy, and debtor and third party examinations;
 - d. discovery; and
 - e. bankruptcy litigation.

22. General Provisions.

- a. This Deed of Trust applies to, inures to the benefit of, and binds the respective heirs, legatees, devisees, administrators, executors, successors and assigns of each of the parties hereto.
- b. As used herein, the word "person" shall mean and include natural persons, corporations, partnerships, unincorporated associations, joint ventures and any other form of legal entity.
- c. As used herein, the word "Property" shall mean and include the Property and part thereof.
- d. As used herein and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" shall mean and include this Deed of Trust as a whole, rather than any particular provision hereof.
- e. In exercising any right or remedy, or taking any action provided herein, Beneficiary may act through its employees, agents or independent contractors, as authorized by Beneficiary.
- f. Wherever the context so requires herein, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- g. Captions and paragraph headings used herein are for convenience only, are not a part of this Deed of Trust and shall not be used in construing it.

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

TRUSTOR:

David Taekwon Ahn, a Single Man

David Taekwon Ahn

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

STATE OF CALIFORNIA

STATE OF CAEN ORGA
COUNTY OF LOS ANGELES
On this 9th day of June, 2022, before me, Johne Cim, Notary Public, personally appeared, David Taekwon Ahn, 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) Signature: JOOHEE KIM COMM. # 2247975 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY COMM. EXPIRES JULY 26, 2022

EXHIBIT "A" LEGAL DESCRIPTION

All that certain property situated in the County of Los Angeles, State of California, described as follows:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

THAT PORTION OF LOT 1 OF TRACT NO. 60638, IN THE CITY OF REDONDO BEACH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1328, PAGE(S) 44 AND 45 OF MAPS, DEFINED AS UNIT 116 OF MODULE 2 ON THAT CERTAIN CONDOMINIUM PLAN ("PLAN") RECORDED ON JANUARY 24, 2008, AS INSTRUMENT NO. 08- 149822, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/48TH FEE SIMPLE INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA OF MODULE 2 ON LOT 1 OF TRACT NO. 60638, AS MORE PARTICULARLY DESCRIBED AND DELINEATED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

EXCEPT THEREFROM UNITS 116 THROUGH 118, INCLUSIVE, 121 THROUGH 132, INCLUSIVE, 216 THROUGH 218, INCLUSIVE, 221 THROUGH 233, INCLUSIVE, 316 THROUGH 318 INCLUSIVE, AND 321 THROUGH 333, INCLUSIVE AS DEFINED AND DELINEATED ON A CONDOMINIUM PLAN RECORDED JANUARY 24, 2008, AS INSTRUMENT NO. 08-149822, OF OFFICIAL RECORDS.

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

PARCEL 3

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A BALCONY AREA AND/OR DECK AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, WHICH BEARS THE SAME NUMBER AS TO THE UNIT REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "Y" ON THE ABOVE REFERENCED CONDOMINIUM PLAN.

PARCEL 4

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE AREA OVER AND ACROSS THAT PORTION OF THE COMMON AREA WITHIN MODULE 2 OF LOT 1 OF SAID TRACT NO. 60638, DEFINED AND DELINEATED AS EXCLUSIVE USE COMMON AREA, ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE FOLLOWED BY THE LETTER "P-78".

Assessor's Parcel Number: 4082-012-111



Community Services Department Housing Authority

1922 Artesia Boulevard Redondo Beach, California 90278 www.redondo.org tel: 310 318-0635 fax: 310 798-8463

June 8, 2022

Cindie Kim Sr. Escrow Officer Hana Escrow Company, Inc. 3580 Wilshire Boulevard, Suite 1170 Los Angeles, California 90010

Re: Escrow No. 002719-CK

Dear Ms. Kim:

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

Taesung Yang and Aiko Shiono(the "**Seller**") and David Taekwon Ahn (the "**Buyer**") have entered into that certain California Residential Purchase Agreement and Joint Escrow Instructions dated February 28, 2022 relating to the sale of the residential unit located at 2750 Artesia Blvd., #116, Redondo Beach, California 90278. The "**Unit**" is more particularly described in the legal description attached to this letter as Exhibit A.

The Unit is subject to the covenants, conditions, restrictions, limitations and provisions contained in the Addendum to Grant Deed – Covenants, Restrictions and Option to Purchase [Moderate Income] dated December 10, 2010, and recorded in the Official Records of Los Angeles County on December 13, 2010, as Instrument No. 10-1837588 (the "Existing Covenants Agreement").

The Existing Covenants Agreement places certain income and sale price limits on the Unit to assure that the Unit remains affordable to moderate income senior households. Performance of these obligations are secured by that certain Performance Deed of Trust dated December 10, 2010 and recorded in the land records of Los Angeles County on December 13, 2010 as Instrument No. 10-1837589. The Seller is the trustor, the City is the beneficiary and Lawyers Title Company is the trustee of the Performance Deed of Trust.

The Buyer, the City, and the Authority will execute an Agreement Containing Covenants, Restrictions and Option to Purchase [Moderate Income] (the "2022 Covenants Agreement") for recordation against the Unit. The 2022 Covenants Agreement also requires the Buyer to execute a Performance Deed of Trust (Option to Cure and Purchase Agreement) in favor of the City and the Authority, for recordation against the Unit (the "2022 Performance Deed of Trust").

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

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

DOCUMENTS

Enclosed herewith are the following documents that will need to be signed and returned to the City and Authority prior to execution by the City and the Authority.

- 1. One original of the 2022 Covenants Agreement that has been signed by the Buyer.
- 2. One original of the 2022 Performance Deed of Trust that has been signed by the Buyer.

The signed documents are to be returned to the following address:

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

II. CLOSING PROCEDURES

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

- 1. The City and the Authority have deposited into escrow one original 2022 Covenants Agreement executed in recordable form by the Buyer, the City and the Authority.
- 2. The Buyer has deposited into escrow one original 2022Performance Deed of Trust, executed in recordable form by the Buyer, the City and the Authority.
- 3. The City and the Authority have deposited into escrow one original Request for Notice Under Section 2924b Civil Code City, and one Request for Notice Under Section 2924b Civil Code Authority executed in recordable form by the City and the Authority (the "Request for Notice").
- 4. All of the Buyer's and Seller's conditions precedent to closing this transaction have either been satisfied or waived by the party to be benefited and you have received confirmation from the Buyer and the Seller that you are to proceed with this transaction.
- 5. You are committed to complying with all the instructions contained in these escrow instructions.

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

- With respect to any documents that have not been dated (whether or not such documents are to be recorded), fill in the date of recordation. With respect to any other blanks in the documents, fill in the appropriate information (for example, recording information or dates of other documents). If you have any questions regarding how to fill in any blanks, contact the undersigned immediately.
- 2. With respect to any documents that do not have a legal description appended, insert the legal description attached to this letter as Exhibit A.

- 3. Record the following documents (the "Recording Documents") in the Land Records of Los Angeles County, California, in the following order and in no other order:
 - a. The grant deed conveying fee title to the Unit from the Seller to the Buyer.
 - b. The 2022 Covenants Agreement.
 - c. The 2022 Performance Deed of Trust
 - d. The Request for Notice.
- 4. Promptly after recordation, conformed and certified copies of the Recording Documents (showing all recording information) and a copy of these escrow instructions signed by you in the space provided at the conclusion of this letter to indicate your acceptance are to be delivered to:

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

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

Very truly yours,

City of Redondo Beach, a chartered municipal corporation

Housing Authority of the City of Redondo Beach, a public body, corporate and politic

Ву: _						
, _	William C. Brand					
	Mayor and Chairman					

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

Hana Escrow Company, Inc.

ву: _____

Cindie Kim Sr. Escrow Officer



January 26, 2022

ADVISORS IN: Real Estate Affordable Housing Economic Development

Taesung Yan and Aiko Shiono 2750 Artesia Boulevard #116 Redondo Beach, California 90278

BERKELEY
A. Jerry Keyser
Debbie M. Kern
David Doezema

Re: Maximum Sales Price Request

LOS ANGELES
Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey
Tim R. Bretz

Dear Mr. Yan and Ms. Shiono:

SAN DIEGO Paul C. Marra The City of Redondo Beach Housing Authority (Housing Authority) has engaged Keyser Marston Associates, Inc. (KMA) to provide consulting services related to the affordable housing units located in the Breakwater Village project. The following letter is a response to your request for an assessment of the maximum allowable sales price for the Moderate-Income unit you own at 2750 Artesia Boulevard #116, Redondo Beach, California 90278.

The conditions imposed on the resale of the residence are presented in the Agreement Containing Covenants, Restrictions and Option to Purchase, which is dated December 10, 2010 and was recorded on December 13, 2010 by the Los Angeles County Recorder as Instrument No. 20101837588. Under the terms and conditions included in Section 7 of the Agreement Containing Covenants, Restrictions and Option to Purchase, the maximum sales price that you may receive for any type of Transfer of your residence ("Resale Price") shall be the lesser of the following:

- The Moderate Income Affordable Purchase Price at the time of Resale; or
- 2. The Increased Base Price plus the "Value of Capital Improvements" that have been approved by the City of Redondo Beach, if any.

The Unit Resale Determination Worksheet follows this letter. Based on the calculations included in the Worksheet, the Resale Price is based on the Increased Base Price. As of today's date, the maximum Resale Price is \$190,349.

The Resale Price provided to you will be valid for three months from the date of this letter. Should the Resale Price expire, a new Maximum Sales Price Request must be submitted. In that case a completed application (and fee payment, if applicable) should be submitted to the Housing Authority.

Sincerely,

Keyser Marston Associates, Inc.

Kethler Hund

Kathleen Head

UNIT RESALE PRICE DETERMINATION WORKSHEET

Owner's Name	Taesung Yang and Aiko Shiono		
Development	Breakwater Village		
Unit Number	116		
Assessor Parcel Number (APN)	4082012111		
	-		
Income Level	Moderate		
Number of Bedrooms	1		

The Maximum Resale Price is equal to the Lesser of:

- 1. The Increased Base Price, and the
- 2. The Moderate Income Affordable Purchase Price

Increased Base Price					
Current Owner's Purchase Price	\$149,900				
Current Owner's Purchase Date (HCD Income 2010)	12/10/10				
Area Median Income at Time of Owner's Purchase	\$50,400				
Area Median Income at Calculation Date (HCD Income 2021) \$64,					
Percentage Increase in Area Median Income	26.98%				
Increased Base Value	\$190,349				
Increase in Value Due to Capital Improvements	\$0				
Increased Base Price	\$190,349				
Moderate Income Affordable Purchase Price	\$315,600				
Maximum Resale Price	\$190,349				
Calculation is Valid Through: 4/26/22					
After this date, if Owner has not entered into a purchase and sale agreement, the sales price will need to be recalculated to take into consideration any changes in the Area Median Income, HOA dues, etc. Please see below for additional information.					

Prepared by Keyser Marston Associates, Inc.	Kathleen Head
Date the Calculation is Completed	1/26/22

The Maximum Sales Price is based on the formula included in the Addendum to Grant Deed recorded on the property with the County of Los Angeles. The formula takes into consideration the Area Median Income as determined by the State of California and makes allowances for utilities, HOA dues, taxes, PMI, homeowners insurance, etc. Additionally, calculations are subject to change at any time due to changes in the abovementioned information. Please check with the Housing Authority prior to entering into a purchase and sale agreement.

Prepared by: Keyser Marston Associates, Inc.

File name: ASP Calcs 1 26 22



Administrative Report

H.13., File # 22-4366 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH HITECH, INC. FOR POLICE RECORDS MANAGEMENT AND COMPUTER AIDED DISPATCH SOFTWARE FOR A REDUCED NUMBER OF LICENSES, A NEW ANNUAL AMOUNT NOT TO EXCEED \$36,611.98, AND AN EXTENSION OF TERM THROUGH JUNE 30, 2023

EXECUTIVE SUMMARY

The City's new Records Management System (RMS) and Computer Aided Dispatch (CAD) Mark43, went live in March 2022. As the transition between CAD/RMS vendors was recently executed, an additional year of service from the former vendor is needed to assist in accessing critical Department legacy data while the final data migration to Mark43 and the testing of the new system is completed.

BACKGROUND

In March of 2022, the Police Department went live with Mark 43 as the City's new CAD/RMS software system. The transition to the new system requires that a significant amount of data be migrated and mapped. The migration process is being coordinated with a Mark43 project manager, the Police Department Administrative Manager, and a specialty data migration vendor. The migration of the HiTech legacy data is expected to take six to nine months to complete with an anticipated start date of July 1, 2022.

The original agreement with HiTech, Inc. was amended in December of 2020, in anticipation of the Mark43 implementation, to allow for quarterly billing and renewal. The current agreement that provides complete HiTech RMS and CAD functionality expires on June 30, 2022, but can be extended under the existing terms on a quarterly basis at \$38,126 per quarter for a cost of \$152,504 per annum. The Police Department does not have a need for two fully functioning concurrently operating CAD/RMS systems, however inquiry access to the legacy data and documents contained in the HiTech system are critical to continued efficient operation of the Police Department. Access to this data is necessary as many cases are still under investigation, have pending court hearings, or prompt additional California Public Records Act requests.

HiTech, Inc. has provided the City with a quote for maintenance of this data on a reduced number of licenses (to lower the continued cost) that provide the inquiry only access the Police Department requires. The cost of the licenses is \$36,611.98 per year and this level of access is only available from the vendor. Once the data migration is fully complete, further agreements or renewals will not be necessary for future fiscal years.

H.13., File # 22-4366 Meeting Date: 6/21/2022

COORDINATION

The Police Department coordinated the agreement amendment with the City Attorney's Office, Information Technology, and Financial Services Departments.

FISCAL IMPACT

The funding required for the cost associated with the proposed HiTech, Inc. agreement amendment is \$36,611.98 for a one-year term. The funding is included in the proposed FY 2022-23 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

HiTech, Inc. Quote for Reduced Licenses

HiTech, Inc. Third Amendment HiTech, Inc. Second Amendment HiTech, Inc. First Amendment



Administrative Report

H.13., File # 22-4366 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE THE THIRD AMENDMENT TO THE AGREEMENT WITH HITECH, INC. FOR POLICE RECORDS MANAGEMENT AND COMPUTER AIDED DISPATCH SOFTWARE FOR A REDUCED NUMBER OF LICENSES, A NEW ANNUAL AMOUNT NOT TO EXCEED \$36,611.98, AND AN EXTENSION OF TERM THROUGH JUNE 30, 2023

EXECUTIVE SUMMARY

The City's new Records Management System (RMS) and Computer Aided Dispatch (CAD) Mark43, went live in March 2022. As the transition between CAD/RMS vendors was recently executed, an additional year of service from the former vendor is needed to assist in accessing critical Department legacy data while the final data migration to Mark43 and the testing of the new system is completed.

BACKGROUND

In March of 2022, the Police Department went live with Mark 43 as the City's new CAD/RMS software system. The transition to the new system requires that a significant amount of data be migrated and mapped. The migration process is being coordinated with a Mark43 project manager, the Police Department Administrative Manager, and a specialty data migration vendor. The migration of the HiTech legacy data is expected to take six to nine months to complete with an anticipated start date of July 1, 2022.

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H.13., File # 22-4366 Meeting Date: 6/21/2022

COORDINATION

The Police Department coordinated the agreement amendment with the City Attorney's Office, Information Technology, and Financial Services Departments.

FISCAL IMPACT

The funding required for the cost associated with the proposed HiTech, Inc. agreement amendment is \$36,611.98 for a one-year term. The funding is included in the proposed FY 2022-23 Budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

HiTech, Inc. Quote for Reduced Licenses

HiTech, Inc. Third Amendment HiTech, Inc. Second Amendment HiTech, Inc. First Amendment



April 19, 2022

Dear Valued Customer:

In our continuous effort to provide you with the best service possible we have improved our maintenance billing process to include your input in the maintenance estimate process. We are currently preparing your 2022-2023 maintenance invoice and we ask that you review the license counts that we show for your agency on the attached summary sheet.

If the license count information is correct, please sign, scan, and return the form to me at egomez@pulsiam.com.

If the license count information is incorrect, please make the necessary changes by marking up the form then please sign, scan, and return the form to me at egomez@pulsiam.com. We will then post your 2022-2023 maintenance invoice on Pulsiam Support Task #86101. We thank you in advance for your input and hope that this extra step will help insure the accuracy of your maintenance billing.

Sincerely,

Erick Gomez

Administration Staff



Pulsiam License Count Summary

Agency: Redondo Beach Police Department

Qty	Unit Price	Total
1	16,140.16	16,140.16
1	5,869.17	5,869.17
1	10,737.00	10,737.00
1	2,934.57	2,934.57
12	60.98	731.76
6	33.22	199.32
	Total	\$36,611.98
	1 1 1 1 1	1 16,140.16 1 5,869.17 1 10,737.00 1 2,934.57 12 60.98

I, William C. Brand , estimate. I agree that the information	am authorized by the agency to validate the maintenance mentioned above is true and correct.
Signature	
MayorTitle	-
_6.7.22 Date	
Date	
ATTEST:	
Eleanor Manzano, City Clerk	
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	

THIRD AMENDMENT TO THE HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER SN93110111-0

THIS THIRD AMENDMENT TO HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER SN93110111-0 (this "Third Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City"), and Hitech Systems, Inc. (dba Pulsiam), a California Corporation ("Consultant")

RECITALS

- A. City and Consultant (hereinafter, the "Parties") originally entered into Agreement Number SN93110111-0, a Non-Exclusive Software License Agreement Master License Agreement on November 9, 1993 (the "License Agreement").
- B. The Parties then entered into a Software Maintenance and Support Services Agreement on April 1, 2014 ("Support Services Agreement").
- C. The Parties further entered into a First Amendment on June 16, 2015, expanding the scope of services and compensation commensurate to such expansion. The First Amendment left unchanged all other terms in the Agreement.
- D. The Parties further entered into a Second Amendment on December 8, 2020, changing the invoice period and terms. The Second Amendment left unchanged all other terms in the Agreement and the First Amendment.
- E. The Parties desire to further amend the License Agreement by enacting this Third Amendment in order to change the billing period from quarterly to annually.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Section 2.2 "Payment Terms" shall be amended to remove the following sentence at the end of the section, added in the Second Amendment, that reads:
 - "Invoices shall be provided to Customer on a quarterly basis. Such quarterly invoices shall constitute the Term of the Agreement between Customer and Hitech."
- 2. Section 7.1 "Term" is deleted in its entirety and shall read as follows:
 - "This Agreement shall become effective upon the execution hereof by Customer and Hitech and shall remain in full force and effect until terminated pursuant to (1) the applicable paragraph(s) of this Agreement, (2) at the expiration of the current annual period plus written notice that the City will not extend the Agreement for an additional annual period.

City shall provide Hitech with such notice in writing consistent with the provisions set forth in Section 10.1, thirty (30) days' notice prior to the following annual regarding its intent to (1) continue utilizing the services for the following annual period; or (2) terminating its Agreement at the expiration of the current annual period.

The City may rescind its notice of termination made to Hitech subsequent to the 30-day notice period by providing Hitech a request to reinstate the agreement after which Hitech will provide a quote for the next annual period plus a ten percent (10%) reinstatement fee."

3. Section 10.1 "Notices" is deleted in its entirety and shall read as follows:

All correspondence pertaining to the content of this Agreement will be made via certified mail to the person(s) and address(es) below:

To Customer: Chief Joe Hoffman 401 Diamond Street Redondo Beach, CA 90278 (310) 379-2477 Ext. 2665 To Hitech Systems (dba Pulsiam): Henry P. Unger 16030 Ventura Blvd Ste 250 Encino, CA 9146 (310) 691-8107

4. Except as modified herein, all other terms and conditions of the License Agreement, Support Services Agreement, and First and Second Amendments shall remain in full force and effect. The License Agreement, Support Services Agreement, First Amendment, Second Amendment, and this Third Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this Third Amendment and the terms of the License Agreement, Support Services Agreement, the First Amendment, or the Second Amendment, the terms of this Third Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH	HITECH SYSTEMS, INC.		
William C. Brand, Mayor	By: Name:Title:		
ATTEST:			
Eleanor Manzano, City Clerk			
APPROVED:			
Diane Strickfaden, Risk Manager			
APPROVED AS TO FORM:			
Michael W. Webb, City Attorney			

SECOND AMENDMENT TO THE HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER SN93110111-0

THIS SECOND AMENDMENT TO HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER SN93110111-0 (this "Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City"), and Hitech Systems, Inc. (dba Pulsiam), a California Corporation ("Consultant")

RECITALS

- A. City and Consultant (hereinafter, the "Parties") originally entered into Agreement Number SN93110111-0, a Non-Exclusive Software License Agreement Master License Agreement on November 9, 1993 (the "License Agreement").
- B. The Parties then entered into a Software Maintenance and Support Services Agreement on April 1, 2014 ("Support Services Agreement")
- C. The Parties further entered into a First Amendment on June 16, 2015, expanding the scope of services and compensation commensurate to such expansion. The First Amendment left unchanged all other terms in the Agreement
- D. The Parties desire to further amend the License Agreement by enacting this Second Amendment in order to clarify the term of the License Agreement, allow for quarterly billing or the provision of quarterly invoices by Consultant to City, and adding appropriate notice terms. The enaction of this Second Amendment will also allow City to remit to Consultant, the remainder of the amount due under Invoice No. 7355.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Section 2.2 "Payment Terms" shall be amended to add the following sentence to the end of the section which shall read as follows:
 - "Invoices shall be provided to Customer on a quarterly basis. Such quarterly invoices shall constitute the Term of the Agreement between Customer and Hitech."
- 2. Section 7.1 "Term" is deleted in its entirety and shall read as follows:
 - "This Agreement shall become effective upon the execution hereof by Customer and Hitech and shall remain in full force and effect until terminated pursuant to (1) the applicable paragraph(s) of this Agreement, (2) at the expiration of the current quarterly period plus written notice that the City will not extend the Agreement for an additional quarter.

City shall provide Hitech with such notice in writing consistent with the provisions set forth in Section 10.1, thirty (30) days' notice prior to the following quarter regarding its intent to (1) continue utilizing the services for the following quarter; or (2) terminating their agreement at the expiration of the current quarter.

The City may rescind its notice of termination made to Hitech subsequent to the 30-day notice period by providing Hitech a request to reinstate the agreement after which Hitech will provide a quote for the next quarterly period plus a ten percent (10%) reinstatement fee."

3. Section 10.1 "Notices" is deleted in its entirety and shall read as follows:

All correspondence pertaining to the content of this Agreement will be made via certified mail to the person(s) and address(es) below:

To Customer: Captain Joe Hoffman 401 Diamond Street Redondo Beach, CA 90278 (310) 379-2477 Ext. 2665 To Hitech Systems (dba Pulsiam): Henry P. Unger 16030 Ventura Blvd Ste 250 Encino, CA 9146 (310) 691-8107

4. Except as modified herein, all other terms and conditions of the License Agreement, Support Services Agreement and First Amendment shall remain in full force and effect. The License Agreement, Support Services Agreement, First Amendment, and this Second Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this Second Amendment and the terms of the License Agreement, Support Services Agreement or the First Amendment, the terms of this Second Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 8th day of December, 2020.

CITY OF REDONDO BEACH	HITECH SYSTEMS, INC.
Docusigned by: William C. Brand E6413C7231DF4E1 William C. Brand, Mayor	By: Hury f. Uwyr F16AF98CD4944D9 Name: Henry P. Unger Title: President
ATTEST: DocuSigned by: Eleanor Manyano 72F2AC716C214CF	
Eleanor Manzano, City Clerk	
APPROVED: Diane Strickfaden ABED8CF35EEF48C	
Risk Manager, Diane Strickfaden	
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2020

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

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

this certificate does not come rights to the certificate holder in nea or such endorsement(s).						
PRODUCER SullivanCurtisMonroe	e Insurance Services (IRV)	CONTACT NAME:	RSPExpress			
l 1920 Main Street		PHONE (A/C, No. Ext):		FAX (A/C, No):		
Suite 600 Irvine, CA 92614		E-MAIL ADDRESS: ExpressIX@sullicurt.com				
11 11110, 07 (020 1 1			INSURER(S) AFFORDING COVE	RAGE	NAIC#	
www.SullivanCurtisMonroe.com	License # 0E83670	INSURER A: Fee	deral Insurance Company		20281	
INSURED Hitech Systems, Inc. DBA Pulsiam 16030 Ventura Blvd., #250		INSURER B: Ha	rtford Casualty Insurance Co	ompany	29424	
		INSURER C :				
		INSURER D :				
Encino, CA 91436		INSURER E :				
		INSURER F:	·			
COVERAGES	CERTIFICATE NUMBER: 57022001		PEVISIO	N NIIMBED:	·	

ERTIFICATE NUMBER: 5/033981

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	NSR ADDL SUBR POLICY EFF POLICY EXP LIMITS LIMI		s						
A	1	COMMERCIAL GENERAL LIABILITY	√	WVD	35796052WCE	8/27/2020	8/27/2021	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
		CLAIMS-MADE ✓ OCCUR						PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$ Excluded
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	✓	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ Excluded
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			74970373	8/27/2020	8/27/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	1	HIRED AUTOS ONLY VON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	1	Phys Damage							\$
Α	✓	UMBRELLA LIAB ✓ OCCUR			79806822	8/27/2020	8/27/2021	EACH OCCURRENCE	\$2,000,000
	✓	EXCESS LIAB CLAIMS-MADE			Brodo/Compl.Ope evoluded			AGGREGATE	\$2,000,000
		DED ✓ RETENTION \$0			Prods/Compl Ops excluded			Pers/Adv Injury	\$ Excluded
В		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N			72WBCRT9614	8/27/2020	8/27/2021	✓ PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Redondo Beach P.D. is named as Additional Insured with respect to General Liablity as per the attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
Redondo Beach Police Department 401 Diamond St. 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 Maja Peci Maja Peci

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CHUBB.

Liability Insurance

Endorsement

Policy Period

8/27/2020

8/27/2021

Effective Date

8/27/2020

Policy Number

35796052WCE

Insured

Hitech Systems, Inc.

Name of Company

Federal Insurance Company

Date Issued

8/17/2020

This Endorsement applies to the following forms:

PREMISES/OPERATIONS

Under Who Is An Insured, the following provision is added.

Who is An Insured

Owners, Lessees Or Contractors - Ongoing Operations

- A. Persons or organizations shown in the Schedule below are insureds; but they are insureds only with respect to their liability for bodily injury, property damage, adverting injury or personal 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 person or organization shown in the Schedule at the applicable location described in the Schedule.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

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Liability Endorsement (continued)

- В, However, no person or organization is an insured for bodily injury or property damage occurring after:
 - 1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the person or organization shown in the Schedule at the applicable location described in the Schedule 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 part of the same project.

Schedule

Designated Owner, Lessee Or Contractor

Redondo Beach Police Department 401 Diamond St. Redondo Beach, CA 90277

All other terms and conditions remain unchanged.

Authorized Representative



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Endorsement

FIRST AMENDMENT TO THE HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER: SN93110111-0

THIS FIRST AMENDMENT TO THE HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER: SN93110111-0 ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Hitech Systems, Inc., a California Corporation ("Consultant" or "Contractor").

WHEREAS, on November 1, 1993, the parties originally entered into the Hitech Systems, Inc. Non-Exclusive Software License Agreement Master License Agreement Number: SN93110111-0 (the "SafetyNet Software Agreement"); and

WHEREAS, on April 1, 1994, the parties entered into the Hitech Systems, Inc. Software Maintenance and Support Services Agreement (the "Support Services Agreement") to provide support and maintenance services for the modules and products provided under the SafetyNet Software Agreement; and

WHEREAS, from April 1, 1994 to the present, the parties entered into work orders incorporating certain modules as described in Exhibit "A-1" into the SafetyNet Software Agreement and the Support Services Agreement; and

WHEREAS, the parties wish to incorporate the SafetyNet Software Agreement and the Support Services Agreement under this First Amendment.

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. The SafetyNet Software Agreement is hereby amended to add Exhibit "A-1", which provides that Consultant shall (1) procure two HP DL360P Gen8 8SFF CTO servers each configured with one 3.5 GHz Intel 4-core CPU and two 146GB SAS hard drives and (2) complement the HP servers with an HP P2000 disk array configured with five 300GB hard drives and dual controllers and one HP LTO4 Ultrium internal tape drive. Exhibit "A-1" is attached hereto and incorporated by reference.
- 2. **Compensation**. The compensation of the SafetyNet Software Agreement is hereby amended to add Exhibit "C-1" to provide compensation in the amount of \$94,478.06 for Consultant's services described in Exhibit "A-1". Exhibit "C-1" is attached hereto and incorporated by reference.
- 3. **No Other Amendments**. Except as expressly stated herein, the SafetyNet Software Agreement and the Support Services Agreement shall remain unchanged and in full force and effect. The SafetyNet Software Agreement, the Support Services 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 SafetyNet Software Agreement, the Support Services 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 16th day of June, 2015.

CITY OF REDONDO BEACH

HITECH SYSTEMS, INC.

By:

Name: Title:

ATTEST:

APPROVED:

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT "A-1"

SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform the following duties.

- A. Replace City's current Dell hardware with a Hewlett-Packard (HP) server cluster.
- B. Provide two HP DL360P Gen8 8SFF CTO servers each configured with one 3.5 GHz Intel 4-core CPU and two 146GB SAS hard drives.
- C. Complement the HP servers with an HP P2000 disk array configured with five 300GB hard drives and dual controllers, and one HP LTO4 Ultrium internal tape drive.
- D. To complete the duties described in sections I.A through I.C, Consultant shall provide the following services.
 - 1. Assign a project manager to work with City staff for the duration of the project.
 - Procure hardware and software.
 - 3. Configure the hardware.
 - 4. Install and configure RedHat Linux Version 7.
 - 5. Install and configure UniVerse.
 - 6. Assist City personnel with installing and mounting server hardware.
 - 7. Assist City personnel with installing and mounting modular smart disk array.
 - 8. Assist City personnel with installing and mounting tape drive.
 - 9. Migrate existing UniVerse license from old server to new server as part of cutover.
 - 10. Migrate existing SafetyNet Informer license from old server to new server as part of cutover.



- 11. Install and configure the City Police Department licensed SafetyNet products.
- 12. Install HP Data Protector.
- 13. Migrate current data to new server hardware.
- 14. Prepare hardware and software test plan.
- 15. Test and verify hardware and software.
- 16. Prepare an applications test plan.
- 17. Test and verify all SafetyNet applications.
- 18. Work with the City system administrator to configure tape backup operations.
- 19. Cutover to live operations.
- E. Provide all third-party documentation to the City.
- F. No formal training is anticipated for the services described in this Exhibit "A1".
- G. Provide five year HP Foundation Care Service 24x7 of which four hours shall be onsite.
- H. Provide maintenance and support services for the modules and products described herein in accordance with the Support Services Agreement.
- 1. Provide any other products and services described in Exhibit "C-1".

II. CITY'S DUTIES

City will perform the following duties.

- A. Designate a project manager to work with Consultant's staff for the duration of the project.
- B. Designate personnel required for installation and testing activities.
- C. Designate personnel to assist Consultant's staff with installing and mounting the server hardware.



- D. Designate personnel to assist Consultant's staff with installing and mounting the modular smart disk array.
- E. Designate personnel to assist Consultant's staff with installing and mounting the tape drive.
- F. Provide redundant SNMP-manageable UPSes.
- G. For each device with redundant power supplies, each power supply shall be connected to a different UPS
- H. Provide redundant Ethernet connections to separate Ethernet switches.
- Provide IP addresses.
- J. Test and verify all hardware operations and configuration.
- K. Test and verify all SafetyNet applications and interfaces, as well as third-party products, and identify any issues for correction prior to the cutover to live operations. The applications and interfaces to be tested include:
 - 1. SafetyNet CAD
 - 2. SafetyNet CAD Alphanumeric Paging Interface
 - 3. SafetyNet CAD E911 Interface
 - 4. SafetyNet CAD Mapping Interface
 - 5. SafetyNet CAD Message Switch Interface
 - 6. SafetyNet CAD Radio Interface
 - 7. SafetyNet CAD Website
 - 8. SafetyNet CAD Westnet First-In Interface
 - 9. SafetyNet CAD Zetron Model 25 Tone Encoder Interface
 - 10. SafetyNet COPLINK Interface
 - 11. SafetyNet Informer
 - 12. SafetyNet Live Scan Server
 - 13. SafetyNet Live Scan Import Interface
 - 14. SafetyNet Live Scan Export Interface
 - 15 SafetyNet Digital Mugshot Interface
 - 16. SafetyNet Mobile
 - 17. SafetyNet Mobile Mapping Interface
 - 18. SafetyNet Records Management (RMS) System
 - 19. SafetyNet RMS Website
 - 20. HP Data Protector
- L. Upgrade all SafetyNet client software on the City Police Department workstations.



- M. Provide support agreement to Consultant's staff for transfer of HP Data Protector.
- N. Notify and coordinate with users for installation, testing, and cutover activities.
- O. Document all issues on https://my.hitech.com.
- P. City will have ten (10) business days for testing prior to cutover. During the testing, City will report identified issues in the form of an Incident Report (IR) on https://my.hitech.com.
- Q. If the City uses the operating system and application software in a production environment for a period of five calendar days, the hardware and software will be deemed accepted.

III. MODULES INCORPORATED BY PRIOR WORK ORDERS

From April 1, 1994 to the present, the parties entered into work orders incorporating the following modules into the Agreement.

- SafetyNet CAD Mapping Interface Server
- SafetyNet CAD Mapping Interface Client
- SafetyNet CAD Message Switch Interface Server
- SafetyNet CAD Message Switch Interface Full Access User
- SafetyNet CAD Message Switch Interface Server (backup)
- SafetyNet CAD Message Switch Interface Full Access User (backup)
- SafetyNet CAD Westnet First-In Interface Server
- SafetyNet CAD Westnet First-In Interface Station
- SafetyNet Mobile Server
- SafetyNet Mobile Client (Win32)
- SafetyNet Mobile Mapping Interface Server
- SafetyNet Mobile Mapping Interface Client
- SafetyNet RMS Message Switch Server
- SafetyNet RMS Message Switch Full Access User
- SafetyNet Live Scan Server
- SafetyNet Live Scan Import Interface Server
- SafetyNet Live Scan Export Interface Server
- SafetyNet Live Scan Interface NIST Formatter Server
- SafetyNet Digital Mugshot Interface Server
- SafetyNet Digital Mugshot Interface View Only Client
- SafetyNet Windows Client
- MapInfo Professional Upgrade
- MapInfo Professional Runtime Upgrade
- SafetvNet CAD Website



- SafetyNet RMS Website
- SafetyNet CAD Alphanumeric Paging Interface Server
- SafetyNet CAD Alphanumeric Paging Interface Fully Access User
- UniVerse DBMS Enterprise Edition Server
- UniVerse DBMS Enterprise Edition
- SafeteyNet CAD COPLINK Interface
- SafetyNet Informer
- UniVerse DBMS Enterprise Edition Server
- UniVerse DBMS Enterprise Edition
- SafetyNet CAD Radio Interface



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 total compensation in the amount of \$94,478.06 in accordance with the following schedule.

QTY	DESCRIPTION	UNIT	TOTAL
	Hardware, Software, and Support	111102	
2		\$9,213.71	\$18,427.42
1	HP P2000 disk array with five 300GB hard drives and dual controllers. Includes 5 year HP Foundation Care Service 24X7, 4-hour onsite.	\$15,419.45	\$15,419.45
1	HP LTO4 Ultrium internal tape drive which includes: - (10X) LTO4 Ultrium 1.6TB RW data tapes - (1X) Ultrium universal cleaning tape - (2X) mini SAS cables, 2M Includes 5 year HP Foundation Care Service 9x5, NBD onsite	\$4,297.10	\$4,297.10
11_	Aware NISTpack for 64-bit Linux OS including 1 year of maintenance	\$3,900.00	\$3,900.00
2	Red Hat Enterprise Linux Server Premium: 3 year 7x24 premium support subscription	\$3,803.33	\$7,606.66
2	HP Proliant Essentials Integrated Lights-Out Advanced Pack	\$299.00	\$598.00
2	HP 3 year 24X7 ILO Advanced Non-Blade software support Services	\$90.00	\$180.00
2	Server Preparation, Installation, and Configuration (weeks)	\$9,104.00	\$18,208.00
1.5	Application Installation/Conversion (weeks)	\$9,104.00	\$13,656.00
1	Install and Configure HP Hardware (day)	\$2,023.00	\$2,023.00
3	Project Management (days)	\$2,426.00	\$7,278.00
	Hardware, Software,		\$50,428.63
		Services	\$41,165.00
		Tax Rate	9.00%
		Taxes	\$2,684.43
,		Shipping	\$200.00
L	Total		\$ 94,478.06



- B. **HOURLY RATE**. If City requests any additional services (i.e. changes in the specifications), Consultant shall be paid an hourly rate of \$337.00. However, in no event shall Consultant's total compensation, including the amount described in Section I.A of this Exhibit "C" exceed \$100,000
- C. **METHOD OF PAYMENT.** Consultant shall provide invoices indicating the services and tasks performed after the completion of services 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. City agrees to pay Consultant as follows.
 - 1. \$41,799.78 within 30 days of the receipt of the hardware and software.
 - 2. \$52,678.28 within 30 days of the installation of the hardware and software.
- 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

Hitech Systems, Inc. 16030 Ventura Boulevard, Suite 120 Encino, CA 91436 Attention: Henry Unger

City

City of Redondo Beach Information Technology Department 415 Diamond Street Redondo Beach, CA 90277 Attention: Chris Benson





EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

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

THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE	= O1	K PK	יטטי	UCER, AND THE ADDITIONAL INTEREST.						
PRODUCER NAME, PHONE 949.250.7172				COMPANY NAME AND ADDRESS Federal Insurance Company	NAIC NO: 20181					
SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614				r cacrai insurance company						
www.SullivanCurtisMonroe.com License # 0E83670										
FAX (A/C, No): 949.852.9762 E-MAIL ADDRESS:				IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH						
CODE: SUB CODE:				POLICY TYPE						
AGENCY				Package						
CUSTOMER ID #: NAMED INSURED AND ADDRESS				LOAN NUMBER POLICY NUMBER						
Hitech Systems, Inc. 16030 Ventura Blvd., #120				Ref: #1001454134	3579	35796052WCE				
16030 Ventura Blvd., #120 Encino CA 91436				EFFECTIVE DATE EXPIRATION DATE	1 00.0					
				5/9/2015 5/9/2016		CONTINUED UNTIL TERMINATED IF CHECKED				
ADDITIONAL NAMED INSURED(S)				THIS REPLACES PRIOR EVIDENCE DATED:						
PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY										
LOCATION / DESCRIPTION										
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 EVIDENCE OF PROPERTY INSURANCE 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.										
COVERAGE INFORMATION PERILS INSURED	ВА	SIC	⊥	BROAD / SPECIAL						
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$5	See :	attac	hed		DEC	9: \$1,000				
	YES	NO	N/A							
☑ BUSINESS INCOME ☐ RENTAL VALUE	1			If YES, LIMIT: \$250,000	Actual Lo	oss Sustained; # of months:				
BLANKET COVERAGE	7			If YES, indicate value(s) reported on property iden	tified abo	ove: \$				
TERRORISM COVERAGE		1		Attach Disclosure Notice / DEC						
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	1									
IS DOMESTIC TERRORISM EXCLUDED?		⇈	1							
LIMITED FUNGUS COVERAGE		1		If YES, LIMIT: \$50,000		DED: \$1,000				
FUNGUS EXCLUSION (If "YES", specify organization's form used)										
REPLACEMENT COST					-					
AGREED VALUE		7								
COINSURANCE		Ť	/	If YES, %						
EQUIPMENT BREAKDOWN (If Applicable)	1			If YES, LIMIT: Must be abrupt - included		DED: \$1,000				
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			/	If YES, LIMIT:		DED:				
- Demolition Costs		Г	7	If YES, LIMIT:		DED:				
- Incr. Cost of Construction			7	If YES, LIMIT:		DED:				
EARTH-MOVEMENT (If Applicable)		7		If YES, LIMIT:		DED:				
FLOOD (If Applicable)		1		If YES, LIMIT:		DED:				
WIND / HAIL INCL Y YES NO Subject to Different Provisions:	1			If YES, LIMIT:		DED:				
NAMED STORM INCL ☐ YES ☑ NO Subject to Different Provisions:	/			If YES, LIMIT:		DED:				
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	✓									
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.										
ADDITIONAL INTEREST										
MORTGAGEE CONTRACT OF SALE				LENDER SERVICING AGENT NAME AND ADDRESS						
LENDERS LOSS PAYABLE										
Bank of America, N.A.										
Mail Code: CT2-515-88-11 70 Batterson Park Road				AUTHORIZED REPRESENTATIVE						
Farmington CT 06032				Christian Manchage						
			_	Christiane Manchego	. ,,	- 4				
	_									

Page 1 of 2

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ACORD 28 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2015

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 SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614		CONTACT NAME:					
		PHONE (A/C, No, Ext)):	949.250.7172	(A/C, No):	949.852.9762	
		E-MAIL ADDRESS:					
			NAIC#				
www.SullivanCurtisMonroe.com License # 0E83670 INSURED Hitech Systems, Inc. 16030 Ventura Blvd., #120 Encino CA 91436	License # 0E83670	INSURER A :	Fede	eral Insurance Company		20281	
		INSURER B :	Vario	ous Hartford Companies		Vrs	
	INSURER C :						
	INSURER D :						
	INSURER E :						
		INSURER F :					
COVERAGES	CERTIFICATE NUMBER: 24525608			REVISI	ON 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. ADDL SUBF POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER LTR INSD WVD COMMERCIAL GENERAL LIABILITY 35796052WCE 5/9/2015 Δ 5/9/2016 1,000,000 EACH OCCURRENCE 1 DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 CLAIMS-MADE ✓ OCCUR \$ 10,000 MED EXP (Any one person) 5 Excluded PERSONAL & ADV INJURY

1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ Excluded POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 74970373 5/9/2015 5/9/2016 Α s 1,000,000 BODILY INJURY (Per person) \$ ANY ALITO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ HIRED AUTOS AUTOS (Per accident) 1,000 Hired Auto Phys Damage Comp/Collision Ded Α UMBRELLA LIAB 79806822 5/9/2015 5/9/2016 OCCUR EACH OCCURRENCE \$ 2,000,000 EXCESS LIAB 2.000.000 CLAIMS-MADE AGGREGATE Prods/Compl Ops excluded DED ✓ RETENTION \$0 Excluded Pers/Adv Injury s В WORKERS COMPENSATION 72WECDH3323 8/27/2014 8/27/2015 ✓ PER STATUTE AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? CA CO FL NY OR TX 1,000,000 E.L. EACH ACCIDENT \$

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

City of Redondo Beach, it officers, elected and appointed officials, employees and volunteers are named as additional insured with respect to any liability arising out of work or operations performed by or on behalf of the insured including materials, parts or equipment furnished in connection with such work or operations per attached endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Redondo Beach Department of Engineering and Building Services 415 Diamond Street, Door #A 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.
Redolido Deach CA 30211	AUTHORIZED REPRESENTATIVE -68 in BM analys
	Christiane Manchego

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E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

ACORD 25 (2014/01)

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Ν

(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below

1,000,000

1,000,000

Liability Insurance

Endorsement

Policy Period

5/9/2015

5/9/2016

Effective Date

5/9/2015

Policy Number

35796052WCE

Insured

Hitech Systems, Inc.

Name of Company Federal Insurance Company

Date Issued

5/1/2015

This Endorsement applies to the following forms:

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Owners, Lessees Or Contractors

Any person or organization designated below is an insured; but they are insureds only with respect to their liability as owner, lessee or contractor arising out of your ongoing operations performed for that insured.

Liability Insurance

Additional Insured " Owners, Lessees Or Contractors

continued

Form 80-02-2305(Rev. 4-01)

Endorsement

Page 1.

Who Is An Insured

Owners, Lessees Or Contractors (continued) Designated Owners, Lessees Or Contractors

City of Redondo Beach Department of Engineering and Building Services 415 Diamond Street, Door #A Redondo Beach CA 90277

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Additional Insured "Owners, Lessees Or Contractors

last page



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 72WECDH3323

Endorsement Number:

Effective Date: 8/27/2014

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Hitech Systems, Inc. 16030 Ventura Blvd., #120 Encino CA 91436

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

BLANKET AS REQUIRED BY CONTRACT.

Countersigned by	
	Authorized Representative

Form WC 00 03 13 Printed in U.S.A Process Date: 5/1/2015

Policy Expiration Date: 8/27/2015

Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, 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.

This condition does not apply to medical expenses.

Reference Copy

Liability Insurance

Form 80-02-2000 (Rev. 4-01)

Contract

Page 24 of 32



Encino CA 91436

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2015

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 SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614 PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): 949.852.9762 949.250.7172 INSURER(S) AFFORDING COVERAGE NAIC # www.SullivanCurtisMonroe.com License # 0E83670 20281 INSURER A: Federal Insurance Company INSURED INSURER B: Various Hartford Companies Vrs Hitech Systems, Inc. 16030 Ventura Blvd., #120

INSURER C:

INSURER D

INSURER E :							
INSURER F:							
COVERAGES CERTIFICATE NUMBER: 24525615 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	LIMIT	s	
A / COMMERCIAL GENERAL LIABILITY	1	35796052WCE	5/9/2015	5/9/2016	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE / OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
					MED EXP (Any one person)	\$	10,000
	İ				PERSONAL & ADV INJURY	\$	Excluded
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	1,000,000
POLICY PRO-					PRODUCTS - COMP/OP AGG		Excluded
ANY AUTO ALL OWNED AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS NON-OWNED AUTOS Phys Damage A UMBRELLA LIAB CACCUR EXCESS LIAB DED / RETENTION \$0 R AUTOS CALIMS-MADE DED / RETENTION \$0		74970373 79806822 Prods/Compl Ops excluded		5/9/2016 5/9/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Collision Ded. EACH OCCURRENCE AGGREGATE Pers/Adv Injury	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,000,000 1,000 2,000,000 2,000,000 Excluded
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE Redondo Beach P.D. is named as additiona	•	·	8/27/2014	8/27/2015	PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		1,000,000 1,000,000 1,000,000
CERTIFICATE HOLDER		(CANCELLATION				

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Collow BM and Ba

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

Christiane Manchego

ACORD 25 (2014/01)

Redondo Beach P.D.

Redondo Beach CA 90277

401 Diamond St.

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Liability Insurance

Endorsement

Policy Period

5/9/2015

5/9/2016

Effective Date

Policy Number 35796052WCE

Insured

Hitech Systems, Inc. 16030 Ventura Blvd., #120 Encino C.

91436

Name of Company Federal Insurance Company

Date Issued

5/1/2015

This Endorsement applies to the following forms:

Under Who Is An Insured, the following provision is added:

Who Is An Insured

ScheduledPerson Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an insured; but they are insureds only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence.

Liability Insurance

Additional Insured -Scheduled Person Or Organization

continued

Farm 80-02-2367(Rev. 8-04)

Endorsement

Liability Endorsement (continued)

Schedule

Liability Insurance

Additional Insured -Scheduled Person Or Organization

continued

Form 80-02-2367(Rev. 8-04)

Endorsement

Liability Insurance

Endorsement

Effective Date

Policy Number

All other terms and conditions remain unchanged.

Authorized Representative









Liability Insurance

Additional Insured -Scheduled Person Or Organization

last page

Form 80-02-2367(Rev. 8-04)

Endorsement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an

this certificate does not confer ri	ghts to the certificate holder in lieu of s	uch endors	ement(s).	an endorsement. A S	tatement on
PRODUCER SullivanCurtisMonroe Insurance Services		CONTACT NAME:	RSPExpress		
1920 Main Street Suite 600		PHONE (A/C, No, Ext):	FAX (A/C, No):	
Irvine, CA 92614		E-MAIL ADDRESS:	ExpressIX@sullicurt.co	om	
			INSURER(S) AFFORDING COV	ERAGE	NAIC#
www.SullivanCurtisMonroe.com	License # 0E83670	INSURER A:	Federal Insurance Company		20281
Hitech Systems, Inc.		INSURER B:	Hartford Casualty Insurance C	Company	29424
dba Pulsiam		INSURER C:			
16030 Ventura Blvd., #250		INSURER D :			
Encino CA 91436		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 42662870			ON 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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
Α	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER:	1		35796052WCE	5/9/2017	8/27/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$1,000,000 \$10,000 \$Excluded \$1,000,000 \$Excluded \$
A	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY V Hired Auto Phys Damage			74970373	5/9/2017	8/27/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$
Α	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION \$ 0			79806822 Prods/Compl Ops excluded	5/9/2017	8/27/2018	EACH OCCURRENCE AGGREGATE Pers/Adv Injury	\$2,000,000 \$2,000,000 \$Excluded
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/REXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WBCRT9614	8/27/2017	8/27/2018	PERTUTE OTH- STATUTE ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000
DEGG	PIRTION OF ORERATIONS // OCATIONS ///FINE							

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

Redondo Beach P.D. is named as additional insured per attached form

CERTIFICATE HOLDER	CANCELLATION
Redondo Beach P.D. 401 Diamond St. 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
	Danielle Conkel Danulle M Conkel

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Liability Insurance

Endorsement

Policy Period 5/9/2017

TO 8/27/2018

Effective Date 5/9/2017

Policy Number 35796052WCE

Insured Hitech Systems, Inc. dba Pulsiam

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued 6/21/2018

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured -Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Insurance

Additional Insured - Scheduled Person Or Organization

continued

Form 80-02-2367 (Rev. 5-07)

Endorsement

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Additional Insured - Scheduled Person Or Organization

last page



CERTIFICATE OF LIABILITY INSURANCE

8/15/2018

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

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

this certificate does not confer ri	gnts to the certificate holder in field of s		menus).		
PRODUCER SullivanCurtisMonroe	Insurance Services	CONTACT NAME:	RSPExpress		
1920 Main Street		PHONE (A/C, No, Ext):		FAX (A/C, No):	
Suite 600 Irvine, CA 92614		E-MAIL ADDRESS:	ExpressIX@sullicurt.com		
11 11110, 07 (020 14			INSURER(S) AFFORDING COVERAGE	GE	NAIC#
www.SullivanCurtisMonroe.com	License # 0E83670	INSURER A:	Federal Insurance Company		20281
INSURED		INSURER B:	Hartford Casualty Insurance Com	pany	29424
Hitech Systems, Inc. I dba Pulsiam		INSURER C :		31504 517	
16030 Ventura Blvd., #250		INSURER D:			
Encino CA 91436		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 43653167		REVISION I	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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	CLAIMS-MADE COCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- DITHER:	1		35796052WCE	8/27/2018	8/27/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$ 10,000 \$ Excluded \$ 1,000,000 \$ Excluded \$
Α	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY Phys Damage			74970373	8/27/2018	8/27/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$
Α	✓ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE	:		79806822 Prods/Compl Ops excluded	8/27/2018	8/27/2019	AGGREGATE Pers/Adv Injury	\$ 2,000,000 \$ 2,000,000 \$ Excluded
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WBCRT9614	8/27/2018	8/27/2019	PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

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

Redondo Beach P.D. is named as additional insured per attached form

CERTIFICATE HOLDER	CANCELLATION
Redondo Beach P.D. 401 Diamond St. 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.
	D- Danielle Conkel

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Liability Insurance

Endorsement

Policy Period 8/27/2018

TO 8/27/2019

Effective Date 8/27/2018

Policy Number 35796052WCE

Insured Hitech Systems, Inc. dba Pulsiam

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued 8/15/2018

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
 contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
 expense for injury or damage, to which this insurance applies, that the person or organization
 would have in the absence of such contract or agreement.

Liability Insurance

Additional Insured - Scheduled Person Or Organization

continued

Form 80-02-2367 (Rev. 5-07)

Endorsement

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

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Schedule

All other terms and conditions remain unchanged.

Authorized Representative

Additional Insured - Scheduled Person Or Organization

last page



Administrative Report

H.14., File # 22-4211 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023

EXECUTIVE SUMMARY

As required by the California Constitution, the City has computed an annual appropriations limit (for expenditures funded by tax receipts) for the coming fiscal year. The City's appropriations limit for Fiscal Year 2022-2023 has been determined to be \$160,431,320, which is well above the City's current annual tax collection amount and related spending.

BACKGROUND

Article XIIIB of the California Constitution (Gann Limit) requires that the City compute an annual appropriations limit. This limit sets the maximum amount of appropriations that can be made from tax receipts. Taxes exceeding this limit must be returned to the residents or may be spent with the approval of a majority vote. The City exceeded the limit in 1983 and voter approval to expend was received. The estimated annual tax receipts for Fiscal Year 2022-2023 are approximately \$74.4 million and well below the limit of \$160.4 million.

The annual adjustment for the limit is also provided by Article XIIIB and is to be based on the change in the California per capita personal income combined with the greater of the change in population in the jurisdiction or the jurisdiction's county. For the purposes of calculating the City's appropriations limit for Fiscal Year 2022-2023, staff has used the County's population factor as it exceeds the City's population growth factor for the past year. Using these two factors, the coming year's limit is \$160,431,320.

The attached Exhibit A provides the calculation information for Fiscal Year 2022-2023.

COORDINATION

The City Attorney's Office has approved the Resolution as to form.

FISCAL IMPACT

The costs to calculate and prepare the appropriations limit document are included in the Department's adopted 2021-2022 annual budget and are part of the annual work program. Failure to adopt an appropriations limit will result in the State withholding gas taxes. Estimated gas tax

revenues for Fiscal Year 2022-2023 are approximately \$3.4 million.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Resolution to Approve Appropriations Limit
- Exhibit "A" FY 2022-2023 Appropriations Limit Calculation



Administrative Report

H.14., File # 22-4211 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-040, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023

EXECUTIVE SUMMARY

As required by the California Constitution, the City has computed an annual appropriations limit (for expenditures funded by tax receipts) for the coming fiscal year. The City's appropriations limit for Fiscal Year 2022-2023 has been determined to be \$160,431,320, which is well above the City's current annual tax collection amount and related spending.

BACKGROUND

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The attached Exhibit A provides the calculation information for Fiscal Year 2022-2023.

COORDINATION

The City Attorney's Office has approved the Resolution as to form.

FISCAL IMPACT

The costs to calculate and prepare the appropriations limit document are included in the Department's adopted 2021-2022 annual budget and are part of the annual work program. Failure to adopt an appropriations limit will result in the State withholding gas taxes. Estimated gas tax

revenues for Fiscal Year 2022-2023 are approximately \$3.4 million.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Resolution to Approve Appropriations Limit
- Exhibit "A" FY 2022-2023 Appropriations Limit Calculation

RESOLUTION NO. CC-2206-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023

WHEREAS, in November 1979, the voters of California adopted Proposition 4 (the "Gann Amendment), which added Article XIII B to the California Constitution; and

WHEREAS, Section 7900 of the Government Code (Cal. Gov. Code § 7900) provides for the effective and efficient implementation of Article XIII B of the California Constitution; and

WHEREAS, pursuant to Section 7910 of the Government Code (Cal. Gov. Code § 7910), each local government must establish its appropriations limit each year pursuant to Article XIII B of the California Constitution ("Gann Limits"); and

WHEREAS, in 1990, the voters of California adopted Proposition 111, which amended Article XIII B of the California Constitution; and

WHEREAS, Proposition 111 implemented adjustments to the growth factors used to calculate the annual appropriation limit under Article XIII B of the California Constitution; and

WHEREAS, Proposition 111 requires that the City of Redondo Beach ("City") to select annually, by a recorded vote of the City Council of the City of Redondo Beach the growth factors to use in calculating the annual appropriations limit; and

WHEREAS, Proposition 111 establishes Fiscal Year 1986-87 as the base year for calculating the annual appropriation limit and permits the City to reestablish the annual appropriation limit for all succeeding years based upon the changes in the cost of living; and

WHEREAS, the City has complied with all of the provisions of Article XIII B of the California Constitution in determining the appropriations limit for the Fiscal Year 2022-2023.

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

SECTION 1. The appropriations limit for Fiscal Year 2022-2023 is hereby set at \$160,431,320, which is described in Exhibit A and incorporated herein, and in accordance with the provisions in Article XIII B of the California Constitution.

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.

RESOLUTION NO. CC-2206-040 FISCAL YEAR 2022-2023 ANNUAL APPROPRIATIONS LIMIT PAGE NO. 1 SECTION 3. 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 21st day of June, 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 CITY OF REDONDO BEACH))ss)
Resolution No. CC-2206-040 was p Beach, California, at a regular mee	he City of Redondo Beach, California, do hereby certify tha assed and adopted by the City Council of the City of Redondo ting of said City Council held on the 21 st day of June, 2022 do by the Mayor and attested by the City Clerk, and that said wing vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
Eleanor Manzano, CMC City Clerk	

EXHIBIT A CITY OF REDONDO BEACH 2022-2023 APPROPRIATIONS LIMIT

160,431,320

1 FY 2021-22 Appropriations Limit \$ 150,235,730

2 Multiply FY 2021-22 Appropriations Limit by cumulative growth factors for changes in the California Per Capita Personal Income and the population change for Los Angeles County

1.06786395 *

2022-2023 Appropriations Limit

* Personal Income Factor 1.0755
Los Angeles County Population Change 0.9929
Annual Adjustment 1.0679

1.0755 x 0.9929 = 1.0679 1.0679



Administrative Report

H.15., File # 22-4172 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH LANCE, SOLL AND LUNGHARD, LLP FOR ACCOUNTING SERVICES RELATED TO COMPLIANCE WITH GASB STATEMENTS 87, 89, 91, 94, 96 AND 97, GASB 87 LEASE SOFTWARE IMPLEMENTATION, AND COMPLIANCE WITH ALL CURRENT AND EFFECTIVE GASB PRONOUNCEMENTS IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE TERM JUNE 21, 2022 TO DECEMBER 31, 2023.

EXECUTIVE SUMMARY

The Governmental Accounting Standards Board (GASB) is an organization that establishes Generally Accepted Accounting Principles (GAAP) and financial reporting standards for local governments by periodically issuing GASB Statements. Local governments are required to comply with all Statements issued by GASB. Numerous Statements have been issued recently by GASB that require implementation and compliance by the City.

GASB Statements 87, 89 and 97 are applicable for FY 2021-22 and GASB Statements 91, 94 and 96 are applicable for FY 2022-23.

In particular, GASB Statements 87 and 97 establish new standards of accounting and financial reporting for leases (lessor and/or lessee arrangements) and for Internal Revenue Code Section 457 Deferred Compensation Plans, respectively. The City is required to implement these Statements by the June 30, 2022 year-end period.

Compliance and implementation of the new GASB regulations will require a significant amount of staff time and specialized technical advisory related to these complex transactions. Financial Services does not currently have the staff resources or capacity to effectively implement and comply with the required GASB regulations without the assistance of a third-party consultant, Lance, Soll and Lunghard, LLP (LSL). These services would be outside the scope of services for the City's annual financial audit, which is currently being performed by a different branch of LSL so that there will be no conflict of interest.

Staff is recommending the approval of an agreement with LSL in an amount not to exceed \$100,000 to provide the City with accounting and specialized technical support services related to compliance with GASB Statements 87, 89, 91, 94, 96 and 97, GASB 87 lease software implementation of DebtBook, and compliance with all current and effective GASB Pronouncements.

BACKGROUND

The Government Accounting Standards Board (GASB) has issued numerous Statements establishing new standards of accounting and financial reporting. The City is required to comply and implement the accounting and financial reporting standards specified in each GASB Statement. Below are summaries of some of the GASB Statements that require compliance and implementation:

GASB Statement No. 87. The objectives of the Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments; increase the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract; establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset.

GASB Statement No. 89. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5-22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

GASB Statement No. 97. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

This Statement requires that for purposes of determining whether a primary government is financially accountable for a potential component unit, except for a potential component unit that is a defined contribution pension plan, a defined contribution OPEB plan, or another employee benefit plan (for example, certain Section 457 plans), the absence of a governing board should be treated the same

as the appointment of a voting majority of a governing board if the primary government performs the duties that a governing board typically would perform.

GASB Statement No. 91. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

This Statement also addresses arrangements-often characterized as leases-that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

GASB Statement No. 94. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

GASB Statement No. 96. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA

vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

In regards to the above referenced GASB Statements, Financial Services does not have the staff resources or the technical expertise to effectively implement these Statements, especially GASB 87, 96 and 97, and requires the assistance of Lance, Soll and Lunghard, LLP, (LSL) to implement and ensure proper compliance with the new accounting and financial reporting standards.

For GASB 87, all lease arrangements by lessee and lessors will need to be identified and inventoried for compliance with these new standards. LSL's scope of services related to the GASB 87 implementation and compliance project will include the following: provide a Project Manager that will be responsible for the day-to-day management of the project, including scope, quality, resources, timeline, and communication between the City and DebtBook software staff; assist the City with development of standards and policies related to GASB 87 compliance; ensure organizational structure within lease software is appropriate to produce accurate and reliable journal entries; evaluate City's lease documentation and advise if lease qualifies under GASB 87; assist with lease validation and reconciliation of data included in the lease software; perform integrity testing on the software to ensure data points for the leases are accurate; provide assistance to the City to ensure the lease information is correct and ties to the General Ledger; and guide and train City staff on implementing any changes to the City's General Ledger.

Staff is recommending the approval of an agreement with LSL to provide the City with accounting and specialized technical support services related to compliance with GASB Statements 87, 89, 91, 94, 96, and 97, GASB 87 lease software implementation of DebtBook, and compliance with all current and effective GASB Pronouncements. These services would be outside the scope of services for the City's annual financial audit, which is currently being performed by a different branch of LSL so that there will be no conflict of interest.

LSL is a public accounting firm located in Brea, which has been providing services since 1929 and has demonstrated extensive experience with city government audits. LSL is currently auditing nearly 60 government entities (cities, districts, and authorities) throughout California.

COORDINATION

The City Attorney's Office has reviewed and approved the agreement as to form.

FISCAL IMPACT

The initial term of the agreement will be funded through Mid-Year Decision Package #8 in the amount of \$50,000, which was approved by City Council on February 15, 2022. Funding for the remaining term of the agreement will be available in the Financial Services Department's FY 2022-23 operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Lance, Soll and Lunghard, LLP - Agreement

Lance, Soll and Lunghard, LLP - Signature Lance, Soll and Lunghard, LLP - Insurance



Administrative Report

H.15., File # 22-4172 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH LANCE, SOLL AND LUNGHARD, LLP FOR ACCOUNTING SERVICES RELATED TO COMPLIANCE WITH GASB STATEMENTS 87, 89, 91, 94, 96 AND 97, GASB 87 LEASE SOFTWARE IMPLEMENTATION, AND COMPLIANCE WITH ALL CURRENT AND EFFECTIVE GASB PRONOUNCEMENTS IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE TERM JUNE 21, 2022 TO DECEMBER 31, 2023.

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In particular, GASB Statements 87 and 97 establish new standards of accounting and financial reporting for leases (lessor and/or lessee arrangements) and for Internal Revenue Code Section 457 Deferred Compensation Plans, respectively. The City is required to implement these Statements by the June 30, 2022 year-end period.

Compliance and implementation of the new GASB regulations will require a significant amount of staff time and specialized technical advisory related to these complex transactions. Financial Services does not currently have the staff resources or capacity to effectively implement and comply with the required GASB regulations without the assistance of a third-party consultant, Lance, Soll and Lunghard, LLP (LSL). These services would be outside the scope of services for the City's annual financial audit, which is currently being performed by a different branch of LSL so that there will be no conflict of interest.

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BACKGROUND

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GASB Statement No. 87. The objectives of the Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments; increase the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract; establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset.

GASB Statement No. 89. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5-22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

GASB Statement No. 97. The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

This Statement requires that for purposes of determining whether a primary government is financially accountable for a potential component unit, except for a potential component unit that is a defined contribution pension plan, a defined contribution OPEB plan, or another employee benefit plan (for example, certain Section 457 plans), the absence of a governing board should be treated the same

as the appointment of a voting majority of a governing board if the primary government performs the duties that a governing board typically would perform.

GASB Statement No. 91. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

This Statement also addresses arrangements-often characterized as leases-that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

GASB Statement No. 94. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

GASB Statement No. 96. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA

vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

In regards to the above referenced GASB Statements, Financial Services does not have the staff resources or the technical expertise to effectively implement these Statements, especially GASB 87, 96 and 97, and requires the assistance of Lance, Soll and Lunghard, LLP, (LSL) to implement and ensure proper compliance with the new accounting and financial reporting standards.

For GASB 87, all lease arrangements by lessee and lessors will need to be identified and inventoried for compliance with these new standards. LSL's scope of services related to the GASB 87 implementation and compliance project will include the following: provide a Project Manager that will be responsible for the day-to-day management of the project, including scope, quality, resources, timeline, and communication between the City and DebtBook software staff; assist the City with development of standards and policies related to GASB 87 compliance; ensure organizational structure within lease software is appropriate to produce accurate and reliable journal entries; evaluate City's lease documentation and advise if lease qualifies under GASB 87; assist with lease validation and reconciliation of data included in the lease software; perform integrity testing on the software to ensure data points for the leases are accurate; provide assistance to the City to ensure the lease information is correct and ties to the General Ledger; and guide and train City staff on implementing any changes to the City's General Ledger.

Staff is recommending the approval of an agreement with LSL to provide the City with accounting and specialized technical support services related to compliance with GASB Statements 87, 89, 91, 94, 96, and 97, GASB 87 lease software implementation of DebtBook, and compliance with all current and effective GASB Pronouncements. These services would be outside the scope of services for the City's annual financial audit, which is currently being performed by a different branch of LSL so that there will be no conflict of interest.

LSL is a public accounting firm located in Brea, which has been providing services since 1929 and has demonstrated extensive experience with city government audits. LSL is currently auditing nearly 60 government entities (cities, districts, and authorities) throughout California.

COORDINATION

The City Attorney's Office has reviewed and approved the agreement as to form.

FISCAL IMPACT

The initial term of the agreement will be funded through Mid-Year Decision Package #8 in the amount of \$50,000, which was approved by City Council on February 15, 2022. Funding for the remaining term of the agreement will be available in the Financial Services Department's FY 2022-23 operating budget.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Lance, Soll and Lunghard, LLP - Agreement

Lance, Soll and Lunghard, LLP - Signature Lance, Soll and Lunghard, LLP - Insurance

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LANCE, SOLL & LUNGHARD, LLP

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Lance, Soll & Lunghard, LLP, a limited liability partnership ("Consultant" or "Contractor").

The parties hereby agree as follows:

- 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. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. 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. <u>Brokers</u>. 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. <u>City Property</u>. 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. <u>Inspection</u>. 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. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

- 8. <u>Additional Assistance</u>. 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. <u>Professional Ability</u>. 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. <u>Business License</u>. 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. <u>Termination in the Event of Default</u>. 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. <u>Nonwaiver of Rights</u>. 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. <u>Waiver of Right of Subrogation</u>. 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. <u>Insurance</u>. 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. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. 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. <u>Limitations upon Subcontracting and Assignment</u>. 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. <u>Subcontractors</u>. 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. <u>Integration</u>. 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. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. 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. <u>Non-Exclusivity</u>. 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. <u>Exhibits</u>. 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. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 26. <u>Confidentiality</u>. 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. <u>Third Parties</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Claims</u>. 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. <u>Interpretation</u>. 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. <u>Severance</u>. 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. <u>Authority</u>. 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. <u>Waiver</u>. 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 21st day of June, 2022.

CITY OF REDONDO BEACH, a chartered municipal corporation	LANCE, SOLL & LUNGHARD, LLP a limited liability partnership			
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

I. CONSULTANT'S DUTIES

Consultant shall provide accounting assistance to the City related to all current and effective Government Accounting Standards Board ("GASB") pronouncements, including but not limited to, GASB 87, 89 and 97 for FY 2021-22; and GASB 91, 94 and 96 for FY 2022-23. Consultant shall perform the following duties.

- A. Meet with City staff to gain an understanding of the specific assistance needed, including but not limited to, review of workpapers and calculations that were completed in prior years.
- B. Evaluate compliance with all current and effective GASB pronouncements and provide technical expertise that will assist the City in completing calculations for the Annual Comprehensive Financial Report ("ACFR"), including but not limited to debt, pensions and Other Post-Employment Benefits ("OPEB").
- C. Review calculations and recommendations with City staff to obtain their approval.
- D. Assist the City with GASB 87 compliance and lease software implementation ("Project"), as follows.
 - Provide a Project Manager that will be responsible for the day-to-day management of the Project, including, but not limited to, scope, quality, resources, Project timeline, communication between various people involved in the Project and assist the City with resolving any Project or situational changes that may occur.
 - 2. Assist the City with development of standards and policies related to GASB 87 compliance and advise the City on the impacts of implementing such standards and policies.
 - 3. Ensure organizational structure within the lease software is appropriate to produce accurate and reliable journal entries.
 - 4. Evaluate City's lease documentation and advise if lease qualifies under GASB 87.
 - 5. Assist with lease validation and reconciliation process between the City's records and the data included in the software.
 - 6. Perform integrity testing on the software to ensure data points for the

- leases are accurate.
- 7. Train City staff to perform the tasks described in Sections I.D.4, I.D.5, and I.D.6.
- 8. Provide assistance to the City to ensure the lease information is correct and ties to the City's general ledger.
- 9. Guide and train City staff on implementing any changes to the City's General Ledger associated with GASB 87.
- E. Complete services for FY 2021-22 and FY 2022-23 according to the following timeline.

Section	FY 2021-22	FY 2022-23	
	Completion Dates	Completion Dates	
Section I.A	June-July 2022	June-July 2023	
Section I.B	August 2022	August 2023	
Section I.C	September 2022	September 2023	
Section I.D	September 2022	September 2023	

Timeline may be modified by mutual consent of the City and Consultant.

F. The scope of work described herein shall be separate from the services under the Agreement for Consulting Services between City and Consultant dated April 18, 2017 and any amendments thereto.

II. CITY'S DUTIES

City will perform the following duties.

- A. Provide Consultant with requested data, documentation, and information in a timely manner as described in Section I of this Exhibit "A".
- B. Review and approve calculations and recommendations provided by Consultant and post journal entries to the City's financial software.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on June 21, 2022 and expire December 31, 2023, 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.

I. **AMOUNT.** Consultant shall be paid for services performed pursuant to "Exhibit A" in accordance with the following rate schedule.

	Hourly
Position	Rate
Partner	\$310
Senior Manager	\$215
Manager	\$200
Supervisor	\$175
Senior	\$155
Experienced Staff	\$130
Staff	\$110

In no event, shall Contractor's total compensation exceed \$100,000 during the term of this Agreement.

- II. **METHOD OF PAYMENT.** Consultant shall provide invoices indicating the services, tasks, staff title, hourly rate, hours worked, dates of services, and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- III. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices, provided, services are completed to City's full satisfaction.
- IV. **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: Lance, Soll & Lunghard, LLP

203 N Brea Blvd, Suite 203

Brea. CA 92821

Attention: Bryan Gruber, Partner

<u>City</u>: City of Redondo Beach

Financial Services Department

415 Diamond St., Door 1 Redondo Beach, CA 90277 Attention: Jennifer Paul, Finance Director

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

<u>Additional Insured Endorsement:</u>

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.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH, a chartered municipal corporation	LANCE, SOLL & LUNGHARD, LLP, a limited liability partnership			
William C. Brand, Mayor	By: Name: BRYAN GRUBER Title: MANAGING PARTIER			
ATTEST:	APPROVED:			
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager			
APPROVED AS TO FORM:				
Michael W. Webb. City Attorney				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/03/2022

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT Lindsey Jamall				
The Liberty Company Insurance Brokers		PHONE (A/C, No, Ext): (415) 883-2525	(A/C, No):	(415) 883-7752		
Lic #0D79653	E-MAIL ADDRESS: Ijamall@libertycompany.com					
250 Bel Marin Keys Blvd, E-1		INSURER(S) AFFORDING COVERAGE		NAIC #		
Novato	CA 94949	INSURER A: Sentinel Insurance Company		11000		
INSURED		INSURER B: Hanover American Insurance Company		36064		
Lance Soll & Lunghard LLP		INSURER C: Continental Casualty Co		20443		
203 N Brea Blvd Ste 203		INSURER D :				
		INSURER E :				
Brea	CA 92821	INSURER F:				
COVERAGES CERTIFICATE N	IUMBER: 21/22 CERT	TFICATE REVISION NUM	1BER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSUR ANCE 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.						

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS,							
INSR LTR	TYPE OF INSURANCE	ADDL:	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s 2,000,000
Α	CLAIMS-MADE X OCCUR	Y			10/12/2021	10/12/2022	DAMAGE TO RENTED PREMISES (Ea accurrence)	s_1,000,000
				57SBABM1263			MED EXP (Any one person)	s 10,000
			Y				PERSONAL & ADV INJURY	s 2,000,000
	GENLAGGREGATE LIMIT APPLIES PER:						GENERALAGGREGATE	s 4,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	s 4,000,000
	OTHER:							S
Α	AUTOMOBILE LIABILITY			57SBABM1263	10/12/2021	10/12/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								S
	★ UMBRELLA LIAB ★ OCCUR			57SBABM1263	10/12/2021	10/12/2022	EACH OCCURRENCE	s 1,000,000
Α	EXCESS LIAB CLAIMS-MADE						AGGREGATE	s 1,000,000
	DED X RETENTION S 10,000							5
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER OTH-ER	
R	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WZFH376143	10/12/2021	10/12/2022	E L EACHACCIDENT	s 1,000,000
Б			^				EL DISEASE-EA EMPLOYEE	s 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000
С	Professional Liability (E&O) & Cyber Liability			APL275513554	10/12/2021	10/12/2022	PL/E&O Per Claim/Agg	3,000,000
							Cyber Per Claim/Agg	2,000,000
DESCRIPTION OF ODERATIONS // OCATIONS //EUCLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD TOT, Additional Remains Schedule, may be attached it more space is required

The City of Redondo Beach, Its Officers, Elected and Appointed Officals, Employees, and Volunteers are Named as Additional Insureds with respect to General Liability arising out of the Work Performed by or on behalf of the Named Insured. Coverage is Primary & Non-Contributory. Waiver of Subrogation Applies. 30 Days Written Notice of Cancellation - 10 Days for Non-Payment.

CERTIFICATE HOLDER	CANCELLATION
City of Redondo Beach 415 Diamond St	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
410 Diamond Ot	AUTHORIZED REPRESENTATIVE
Redondo Beach CA 90277	- ett Run

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QUICK REFERENCE BUSINESS LIABILITY COVERAGE FORM READ YOUR POLICY CAREFULLY

BUS	SINESS LIABILITY COVERAGE FORM	Beginning on Page
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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 stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. -Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:
 - (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- **(b)** The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property occurred, then any damage" continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - **(b)** You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (2) This insurance applies to such liability assumed by the insured;
 - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee:
 - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

Applicable To Business Liability Coverage
 This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

- (b) "Bodily injury" or "property damage" 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. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- Whether the insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their quests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire":
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical. hvdraulic mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed

- released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) 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
 - (b) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (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.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services:
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (c) Title of any literary or artistic work;
- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act:

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any antitrust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

g. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - **(b)** Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

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.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".
- t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

- f. Products-Completed Operations Hazard Included with the "products-completed operations hazard".
- g. Business Liability Exclusions
 Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- **b.** Coverage under this provision does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- **a.** "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- **b.** "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when 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;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, 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 for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - **(b)** In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "productscompleted operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- **b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information:
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- To sue us on this Coverage Form unless all of its terms have been fully complied with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance: or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c**. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and selfinsured amounts under all that other insurance

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all 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.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- **a.** In the performance of your ongoing operations; or
- **b.** In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured -Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

- Insured State Or Political Subdivision Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured - Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- **b.** The insurance afforded to the vendor is subject to the following additional exclusions:
 - (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - **(b)** Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) 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;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, 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 for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured - Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- **b.** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- Additional Insured Owners, Lessees Or Contractors – Scheduled Person Or Organization
 - a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section \mathbf{E}_{\cdot} – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
 - a. (1) Radio;
 - (2) Television;
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper;
 - **b.** The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
 - **c.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- **b.** An interactive conversation between or among persons through a computer network.
- **2.** "Advertising idea" means any idea for an "advertisement".
- "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- 4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada:
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- **c.** All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- "Employee" includes a "leased worker".
 "Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- **11.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- The repair, replacement, adjustment or removal of "your product" or "your work"; or
- Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. 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 party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement 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, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13. "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".
- **14.** "Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - **b.** While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - **d.** Vehicles, whether self-propelled or not, on which are permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. 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":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- **16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "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.
- 19. "Products-completed operations hazard";
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.
- 22. "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.
- 23. "Volunteer worker" means a person who:
 - a. Is not your "employee";

- b. Donates his or her work;
- **c.** Acts at the direction of and within the scope of duties determined by you; and
- **d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

Page 24 of 24 Form SS 00 08 04 05



Administrative Report

H.16., File # 22-4367 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR

TITLE

APPROVE THE PURCHASE OF SEVENTY-FIVE (75) CANON IMAGEFORMULA DR-M260 DESKTOP SCANNERS FROM CANON SOLUTIONS AMERICA THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT COOPERATIVE PURCHASING PROGRAM AGREEMENT #140595 VIA CANON CALIFORNIA PARTICIPATING AGREEMENT #7-19-70-46-01 FOR AN AMOUNT NOT TO EXCEED \$65,809.50.

EXECUTIVE SUMMARY

The new Canon scanners will replace existing Canon desktop scanners deployed across all City departments in 2018. Desktop scanners are widely and frequently used by City staff to scan documents into the City MUNIS financial system, the LaserFiche Document Imaging system and for routine staff work. The scanner replacement is part of the Information Technology FY 2021-22 equipment replacement program.

Purchasing the scanners directly from Canon through the NASPO Valuepoint contract enables the City to work with Canon directly for warranty and service support. Response time is typically within 4 business hours with factory training technicians on site, if needed.

BACKGROUND

The existing Canon desktop scanners were deployed in 2018. We are beginning to see an increase in failures with rollers due to the significant amount of use these scanners receive. IT staff reviewed several desktop scanners and determined that the Canon DR-M260 is still the best fit at this time. The scanners come with a 5-year manufacturer warranty as well.

The Canon DR-M260 is approved by Tyler Technologies for direct scanning into the MUNIS financial system and is an integral component for staff to attach documentation to many MUNIS modules. The scanner is also compatible with the City's LaserFiche Document Imaging System. IT staff has tested the Canon DR-M260 for compatibility with City workstations, MUNIS and LaserFiche.

COORDINATION

The purchase will be coordinated between IT, Canon Solutions America and Financial Services.

FISCAL IMPACT

The Canon DR-M260 cost of \$65,809.50 (including taxes) is funded in the FY 2021-22 Adopted Annual Budget as part of the IT FY 2021-22 Equipment Replacement Program approved via Decision

H.16., File # 22-4367 Meeting Date: 6/21/2022

Package #39.

The effective purchase discount off of MSRP (\$1,195/ea) is 33.95% (\$801.33/ea before taxes), 8.95% more than the 25% required under the NASPO agreement.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Canon ImageFORMULA DR-M260 Quote
Canon ImageFORMULA DR-M260 Brochure
Canon NASPO Extension to December, 2022
Canon CA NASPO Participating Addendum
Canon CA NASPO Participating Addendum Amendment
NASPO Portfolio Map and RFP Information



Administrative Report

H.16., File # 22-4367 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: CHRISTOPHER BENSON, INFORMATION TECH DIRECTOR

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Canon CA NASPO Participating Addendum Amendment
NASPO Portfolio Map and RFP Information

	City of Red	dondo Beach- Scanner Quot	e 6/13/2022
Qty	Item Code	Description	Total
75 ea.	2405C002	IMAGEFORMULA DR-M260	\$60,100.00
	1122V263	DR/CR SCANNER DELIVERY-ONLY CHARGE	<u>Included</u>
		5 Year Warranty	Included
		Sub Total	\$60,100.00
		Sales Tax 9.5%	<u>\$5,709.50</u>
		Total	\$65,809.50
One Cano PO: NASB	n Solutions America I n Park, Melville, NY, : O CALIFORNIA - Cor : 5 Year "Exchange W	11747 htract # 7-19-70-46-01	
"This PO inc	corporates by reference	the terms and conditions of NASPO VALUEPOINT 140595 / CA preement supersede the pre-printed terms and conditions on the conditions on the conditions of the	











EFFICIENT AND HIGH-SPEED DOCUMENT SCANNING

Deliver high-speed, powerful performance to the office with the Canon imageFORMULA DR-M260 document scanner. Its user-friendly design, high-quality image processing, reliable item handling, and robust software offer end-to-end options for capturing business information and improving workplace productivity.

WIDE RANGE OF USES

Optimal for workgroups and departments in any industry—especially in the legal, financial, healthcare, and government sectors—the DR-M260 scanner can assist with efficient records management and help reduce paperwork in paper-intensive environments.

RELIABLE FEEDING AND POWERFUL PROCESSING

Capable of scanning up to 60 pages per minute*—both sides in a single pass—with the capacity to hold up to 80 sheets in the Automatic Document Feeder (ADF), the DR-M260 scanner can quickly capture and convert paper-based documents into useable digital information. This scanner can reliably handle an assortment of document types, such as thick, thin, even oversized documents and plastic embossed cards. For an added benefit, optional carrier sheets allow passports with IC chips as well as fragile documents to be scanned through the ADF without corrupting the original documents. The DR-M260 scanner is equipped with an onboard image processing CPU, making fast, high-quality scanning possible without depending on PC performance. To help prevent paper jams and damage to documents, paper feeding and eject sensors are incorporated to minimize document mishaps. The scanner also incorporates left and right feeding rollers that revolve independently to help prevent skewed feeding when different size documents are scanned together.

EASY-TO-OPERATE DESIGN

The DR-M260 scanner was designed with an accessible Liquid Crystal Display (LCD) panel for user convenience, allowing one to create up to 99 customizable, pre-programmed scan tasks, useful for frequently used scanning modes and output destinations. Scanning status and count can also be reviewed on the LCD panel. For easy maintenance, notifications for errors and roller replacement will appear on the LCD, allowing administrators to tackle any problems before they occur.

ROBUST SUITE OF SOFTWARE

The DR-M260 scanner is bundled with a suite of convenient software to help widen the scope of capture and output capabilities. Canon CapturePerfect and Kofax Virtual ReScan (VRS) help to increase the overall quality of documents scanned. Canon CaptureOnTouch V4 can assist with effortless document organization, with files sorted and saved into existing folders as well as automatically creating new folders. In addition, scanned originals can be divided into single files based on bar codes** and counters in addition to blank paper. File names can also be set using text scanned from the document or text that's already configured. The DR-M260 also includes ISIS/TWAIN drivers, which eases integration with third-party capture or content management systems. These features provide the necessary means for a user to convert business information with ease.



HIGH-QUALITY IMAGING

To capture information accurately, the DR-M260 scanner incorporates Canon's imaging expertise to deliver features such as Character Emphasis to help improve text legibility and Optical Character Recognition (OCR) to create searchable and editable information. Furthermore, to help save time and storage space page sizes and blank pages can be automatically detected.

ENVIRONMENT IN MIND

The DR-M260 scanner meets ENERGY STAR® guidelines for energy efficiency and complies with both the EU RoHS and WEEE directives for the reduction of hazardous substances and waste products. The DR-M260 is EPEAT Gold Certified.

CUSTOMER CARE

For investment protection, eCarePAK options are available to extend service beyond the initial five-year advanced exchange warranty period. This saves on costs associated with post-purchase maintenance and helps maximize uptime throughout the product life.



SPECIFICATIONS

Type: Office Document Scanner

Document Feeding: Automatic or Manual

Document Size*

 Width:
 1.97" – 8.5"

 Length:
 2.13" – 14.02

 Long Document Mode:
 Up to 220"

Document Weight: 7 lb. – 110 lb. Bond Plain Paper

Feeder Capacity: Up to 80 Sheets

 Grayscale:
 8-bit

 Color:
 24-bit

 Light Source:
 RGB LED

Scanning Element: Contact Image Sensor (CMOS)

Scanning Modes: Black and White, Error Diffusion, 256-level

Grayscale, Advanced Text Enhancement, Advanced Text Enhancement II, 24-bit Color

Optical Resolution: Up to 600 dpi

 Output Resolution:
 100/150/200/240/300/400/600 dpi

 Max. Scanning Speeds
 Simplex
 Duplex

 Black and White:
 Up to 60 ppm
 Up to 120 ipm

 Grayscale:
 Up to 60 ppm
 Up to 120 ipm

 Color:
 Up to 60 ppm
 Up to 120 ipm

Interface: USB 3.1 Gen 1

Dimensions (H x W x D): $9.09'' \times 11.22'' \times 10''$ (with trays closed)

Weight: 7.5 lb

Power Consumption: 23 W or Less (Sleep Mode: 1.4 W or less)

Suggested Daily Volume: 7,500 scans

Bundled Software: ISIS/TWAIN driver, CaptureOnTouch,

 ${\sf Capture Perfect, Kofax\,Virtual ReScan\,Professional}$

Supported OS: Windows 7 Service Pack 1 or newer version

(32 bit/64 bit), Windows 8.1 (32 bit/64 bit), Windows 10 (32 bit/64 bit), Windows Server 2008 R2 Service Pack 1 or newer version, Windows Server 2012 R2, Windows Server 2016

Options: Flatbed Scanner Unit 102/201, Barcode

Module, 2D Code Module, Exchange Roller Kit (feed roller and retard roller), Passport Carrier Sheet, A4/LTR Carrier Sheet,

eCarePAK Extended Service

Other Features: Automatic Color Detection, Automatic Page

Size Detection, Automatic Resolution Setting, Background Smoothing, Character Emphasis, Color Dropout/Enhance Color, Deskew, Double-Feed Release, Feeding Retry, Folio Mode, Image Rotation, Long Document Mode, MultiStream™, Pre-Scan, Prevent Bleed-Through/Remove Background, Separation Retry, Shadow Cropping, Skip Blank Page, Text Enhancement, Text Orientation Recognition, Ultrasonic Double-Feed Detection, User Preferences

Item Number: 2405C002

- * Examples based on typical settings, rated in pages/images per minute with letter-sized documents at 200 dpi, landscape feeding direction. Actual processing speeds may vary based on PC performance and application software.
- ** Requires purchase of Barcode Module.
- The facts and product statistics about EU RoHS and WEEE were obtained from Canon Electronics Inc. as of 2017.
- Calculations based on scanning speed and assumed daily time of use.



For more information, call or visit 1.800.815.4000 CSA.CANON.COM











As an ENERGY STAR® Partner, Canon U.S.A., Inc. has qualified this model as meeting the ENERGY STAR energy efficiency criteria through an EPA recognized certification body. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. Canon is a registered trademark of Canon Inc. in the United States and may also be a registered trademark or trademark in other countries. imageFORMULA and CapturePerfect are registered trademarks of Canon Electronics, Inc. All other referenced product names and marks are trademarks of their respective owners. Specifications and availability subject to change without notice. Not responsible for typographical errors.

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CANON SOLUTIONS AMERICA

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 140595	Amendment CMS # 170824

1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between Canon U.S.A., Inc. (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **August 8, 2019**, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number **140595**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2022, and ending on December 31, 2022.

7. START DATE

This Amendment shall take effect on January 1, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

	CONTRACTOR	STATE OF COLORADO
	Canon U.S.A., Inc.	Jared S. Polis, Governor
	Mason Olds	Department of Personnel and Administration
By:	S \/P DocuSigned by:	Kara Veitch, Executive Director
Title: _	molly	John Chapman
	36621C0145CA436 Signature 9/3/2021 Date:	By: John Chapman, State Purchasing Manager Date: 9/3/2021

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

		STATE CONTROLLER			
	DocuSigned by:	Robert Jaros, CPA, MBA, JD			
Bv:	Joe Weber		Date:	9/3/2021	
<i>J</i>	AE2B5FC1373241D				

CTATE CONTROLLED

STATE OF CALIFORNIA PARTICIPATING ADDENDUM NUMBER 7-19-70-46-01

Copiers and Managed Print Services
Colorado NASPO ValuePoint Master Agreement Number 140595
Canon U.S.A., Inc. (Contractor)

This Participating Addendum Number 7-19-70-46-01 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Canon U.S.A., Inc. (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 140595.

1. SCOPE

- A. This Participating Addendum covers the purchase of Copiers and Managed Print Services under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement Number 140595 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Colorado NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2021, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
 - 1) General Provisions Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the <u>DGS Procurement Division website</u> (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).
 - Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the <u>DGS Procurement Division</u> website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).
 - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the <u>DGS Procurement Division website</u> (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
 - 1) California Participating Addendum Number 7-19-70-46-01
 - 2) Colorado NASPO ValuePoint Master Agreement Number 140595
 - 3) Colorado Solicitation RFP-NP-18-001 including all Addendums
 - 4) Contractor's response to the Colorado Solicitation

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 140595 are allowed under this Participating Addendum:
 - 1) Group A A3 Multifunction Devices
 - 2) Group B A4 Multifunction Devices
 - 3) Group C Production Equipment
 - 4) Group D Single-function Printers
 - 5) Group E Large/Wide Format Equipment
 - 6) Group F Scanners
 - 7) Managed Print Services may be provided on Groups A F

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following products or services are prohibited for purchase by state agencies under this Participating Addendum. These restrictions do not apply to local governmental entities.
 - 1) Leasing and Rental Options
 - 2) Products:
 - a) Remanufactured Equipment
 - b) Imaging equipment that does not meet or exceed Electronic Product Environmental Assessment Tool (EPEAT) Silver
 - c) Imaging equipment that is not Energy Star certified
 - d) Software containing "Clickwrap" Agreements
 - e) Not Specifically Priced (NSP) items not listed or priced in NVP Price Lists
 - 3) Services:
 - a) Mail Room Services
 - b) Network and Data Security
 - c) Records Management
- B. Product and service categories available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current Price List of available products and services on the NASPO ValuePoint Copier and Managed Print Services website.

8. CONTRACTOR SUPPLEMENTAL DOCUMENTS

Pursuant to the terms and conditions incorporated into this Participating Addendum, Contractor Supplemental Documents attached to the Colorado NASPO ValuePoint Master Agreement as Attachment A through Attachment H, shall be negotiated to the mutual agreement of the Contractor and ordering agency and attached to the purchase/contract document.

9. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products offered under this Participating Addendum.

- 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
- 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

10. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

11. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within eleven product categories in the California Department of Resources Recycling and Recovery's SABRC per Public Contract Code Sections 12200-12217.

B. Contractor will be required to complete and return a <u>Recycled-Content</u> <u>Certification form</u> (https://www.calrecycle.ca.gov/contracts/forms) upon request by the state agency.

13. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. F.O.B. (Free On Board) Destination

14. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- C. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- D. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

15. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the <u>DGS</u> <u>Cooperatives mailbox</u> (PDCooperatives@dgs.ca.gov).

- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

16. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

17. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Dave Rothauser
Phone:	(631) 330-5443
Fax:	(631) 330-5459
Email	isgbidadmin@cusa.canon.com
Address:	Canon U.S.A., Inc.
	1 Canon Park
	Melville, NY 11747

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator Yolanda Tutt						
Name:							
Phone:	(916) 375-4408						
Email	Yolanda.Tutt@dgs.ca.gov						
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605						

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

18. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

19. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

20. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Colorado NASPO ValuePoint Master Agreement Number 140595, at prices equal to or lower than the prices on that contract.

Participating Addendum 7-19-70-46-01

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Address

Department of General Services	Canon U.S.A., Inc.
Agency Nigme // //	Contractor Name
Jahre Wy 12-10	19 Apopil 12/18/19
Authorized Signature Date Signed	Authorized Signature Date Signed
PATRICK & MULLON - MANGEL MADS	Shinichi Yoshida - Executive Vice President + G.M.
Printed Name/Title of Person Signing	Printed Name/Title of Person Signing
707 Third Street West Sacramento, CA 95605	1 Canon Park Melville NY 11747

Address

CONTRACTOR

3018 DEC 18 6H 3: re

Participating Addendum 7-19-70-46-01 Attachment A Sheet 1 of 2 Usage Report:

			Ordering Agency Name		Administrative Fee:	Report Value:	Reporting Period:	Contractor:	Contract Number:	
			State/Local Spend							
			 Purchase Order / Service Contract Number							
			Order I	,					•	•

rdering Agency Name				
State/Local Spend				
Ordering Agency Name State/Local Purchase Order / Service Order Date Group (OEM#) Contract Number				
Order Date				
Category/ Group				
Manufacturer Part Number (OEM #)				
Item Description				
Unit of Measure				
Quantity in Unit of Quantit Measure				
List Price/MS RP				
Contract Unit Price				
List Contract Extended Date / Price/MS Unit Price Price Paid Version				
Index Date / Catalog Version				

Participating Addendum 7-19-70-48-01
Attachment A
Sheet 2 of 2
Usage Report (Template Key)
Contract Number:
Contractor:
Reporting Period:
Report Value:
Administrative Fee:

Example	Example	Example	Format	Column Number Column Name Description
Department of General Services	Department of General Services	Department of General Services	Text	Ordering Agency Name State Agency or Local Government name as described on the purchase document
State	State	State	Text	State/Local Spend Identify ordering agency as a "State" or "Local Government" entity, as applicable.
2832820	2832820	2832820	Variable Characters	Purchase Order / Service Contract Number Ordering agency's unique purchase order or service contract number associated with item(s) purchased.
4/30/2013	4/30/2013	4/30/2013	Date	Order Date Date the ordering agency placed the order.
5.3.1	5.3.1	5.2.1	Variable Characters	Category/ Group Category/Group for each line item (commodity/ service) that includes Contractor respective percent discount off MSRP. This identifier should match the identifier provided in the Contractor's specific Control Set
IS330AI + SP10	Annual Maintenance	ISINK34	Variable Character	Manufacturer Part Number (OEM #) Manufacturer's unique identifier for the line item.
1-year Maintenance	3-year Maintenance	Application Services	Variable Character	Item Description Information about commodity/service purchased. Namative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E
5	Ē	ĘĄ	Variable Character	Unit of Measure Packaging unit descriptor (i.e. each, box, dozen, bs., pallet etc.)
_1		1	Number	Quantity Quantity Quantity purchased for each line item. All returned items are reported as a negative number. For service contracts, identify term in months.
\$48.00	\$300	\$55.00	Currency	List Price/MSRP An independently verifiable public price (MSRP) available to the general public. When providing usage reports, this information should reflect tist prices at time of order.
\$24.96	\$270.00	\$48.95	Currency	Contract Unit Price This is the price paid for given line item
\$898.56	\$810.00	\$48.95	Currency	Extended Contract Price Paid Total Price (Quantity X Contract Unit Price); (Column J X Column L)
7/19/2012	7/19/2012	7/19/2012	Date / Variable Character	Index Date / Catalog Version Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)

STATE OF CALIFORNIA

STATE OF CALIFORNIA PARTICIPATING ADDENDUM NUMBER 7-19-70-46-01 AMENDMENT 1

Copiers and Managed Print Services
Colorado NASPO ValuePoint Master Agreement Number 140595
Canon U.S.A., Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-19-70-46-01 as follows:

Section 2. TERM, subparagraph A is revised to read as follows:

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end December 31, 2022, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

CONTRACTOR

STATE OF CALIFORNIA		CONTRACTOR				
Department of General	Services	Canon U.S.A., Inc.				
Agency Name		Contractor Name				
- Offil	11/29/2021	DocuSigned by:	11/19/2021			
Authorized Signature	Date Signed	Authorized Signature	Date Signed			
Stephanne Lim, MAU2 Supervisor		Mason Olds	SVP			
Printed Name/Title of Person Signing		Printed Name/Title of Person Signing				
707 Third Street West Sacramento, CA	95605	One Canon Park Melville, NY 11747				
Address		Address				





PORTFOLIO TITLE: Copiers & Managed Print Services (2019 - 2024)

LEAD STATE: Colorado

OVERVIEW:

The Master Agreements in this portfolio provide Multi-function Devices, Single-function Printers, Production Equipment, Large/Wide Format Equipment, Scanners, and Managed Print Services.

INITIAL TERM: August 1, 2019 – December 31, 2021

RENEWALS: Three additional 1-year terms.

TOTAL TERM POSSIBLE: 5 Years

dipinent, scanners, and Managed Finit Services.

PRODUCT CATEGORIES:

Group A - A3 Multi-function Devices (MFD) (B&W and Color/B&W)

Group B - A4 Multi-function Devices (MFD) (B&W and Color/B&W)

Group C - Production Equipment (B&W and Color/B&W)

Group D - Single-function Printers (B&W and Color/B&W)

Group E - Large/Wide Format Equipment (B&W and Color/B&W)

Group F - Scanners

Managed Print Services (MPS) may be provided on all Groups A – F





KEY BENEFITS:

- 1. Managed Print Services can now be provided under the Copier Master Agreements, which eliminates the need for users to have to solicit these services separately.
- 2. Leasing and rental are incorporated into the Master Agreements.
- 3. 72 and 84-month lease terms are available for Group C Equipment.
- 4. OEM (Original Equipment Manufacturer) products are only restricted to Group A and Group B. This means that the suppliers within this portfolio can offer other Manufacturer's equipment in Groups C, D, E and F.
- 5. OEM and Non-OEM Supplies are available for purchase under the new Master Agreements.
- 6. 3D Printers can be purchased by any of the Suppliers who offer them.

SUPPLIERS AVAILABLE:

Vendor	Group A	Group B	Group C	Group D	Group E	Group F	MPS
Canon	✓	✓	✓	✓	✓	✓	✓
HP Inc.	✓	✓		✓	✓	✓	✓
Konica Minolta	✓	✓	✓	✓	✓	✓	✓
<u>Kyocera</u>	✓	✓		✓			✓
<u>Lexmark</u>		✓		✓			✓
Ricoh	✓	✓	✓	✓	✓	✓	✓
<u>Sharp</u>	✓	✓	✓	✓		✓	✓







<u>Toshiba</u>	✓		✓	✓	✓	✓	✓
<u>Xerox</u>	✓	✓	✓	✓	✓		✓

PRICING:

Group A - A3 MFD's (B&W and Color/B&W)

- Canon: Discounts of 15%-70% below MSRP
- HP: Discounts of 30%-77% below MSRP
- Konica Minolta: Discounts of 0.0%-71% below MSRP
- Ricoh USA: Discounts of 0.00%-69% below MSRP
- Sharp: Discounts of 25%-69% below MSRP
- Xerox: Discounts of 35%-67% below MSRP

Group B - A4 MFD's (B&W and Color/B&W)

- Canon: Discounts of 15%-60% below MSRP
- HP: Discounts of 15%-39% below MSRP
- Konica Minolta: Discounts of 0.0%-55% below MSRP
- Ricoh USA: Discounts of 0.0%-62% below MSRP
- Sharp: Discounts of 25%-59% below MSRP
- Xerox: Discounts of 8%-14% below MSRP

Group C - Production Equipment (B&W and Color/B&W)

- Canon: Discounts of 10%-70% below MSRP
- Konica Minolta: Discounts of 0.0%-68% below MSRP
- Ricoh USA: Discounts of 0.0%-69% below MSRP
- Sharp: Discounts of 25%-67% below MSRP
- Xerox: Discounts of 0.0%-50% below MSRP

Group D - Single-function Printers (B&W and Color/B&W)

- Canon: Discounts of 10%-50% below MSRP
- HP: Discounts of 15-39% below MSRP
- Konica Minolta: Discounts of 0.0%-55% below MSRP
- Ricoh USA: Discounts of 0.0%-35% below MSRP
- Sharp: Discounts of 25%-53% below MSRP
- Xerox: Discount of 7%-15% below MSRP







Group E - Large/Wide Format Equipment (B&W and Color/B&W)

- Canon: Discounts of 0.0%-43% below MSRP
- HP: Discounts of 10%-20% below MSRP
- Konica Minolta: Discounts of 0.0%-10% below MSRP
- Ricoh USA: Discounts of 0.0%-54% below MSRP
- Xerox: Discounts of 5% below MSRP

Group F - Scanners

- Canon: Discounts of 25% below MSRP
- HP: Discounts of 32%-34% below MSRP
- Konica Minolta: Discounts of 0.0%-10% below MSRP
- Ricoh USA: Discounts of 0.0%-10% below MSRP
- Sharp: Discounts of 10% below MSRP

MPS (may be provided on Groups A - F)

- Canon: Cost/click with OEM supplies: \$0.0120 \$0.2520
- HP: Cost/click with OEM supplies: \$0.0077 \$0.2060
- Konica Minolta: Cost/click with OEM supplies: \$0.0372 \$0.2013
- Kyocera: Cost/click with OEM supplies: \$0.00 \$0.200
- Lexmark: Cost/click with OEM supplies: \$0.0101 \$0.1136
- Ricoh USA: Cost/click with OEM supplies: \$0.0199 \$0.0998
- Sharp: Cost/click with OEM supplies: \$0.0300 \$0.2600
- Toshiba American: Cost/click with OEM supplies: \$0.0232 \$0.2400
- Xerox: Cost/click with OEM supplies: \$0.0058 \$0.1400

PROCUREMENT BACKGROUND:

In 2017, the NASPO ValuePoint Management Board authorized the State of Colorado to conduct a resolicitation of the previous Copiers, Printers & Related Devices portfolio lead by New Mexico. The intent of the resolicitation was to establish a portfolio for copiers and printers that included managed print services. In the fall of 2018, Colorado and its Sourcing Team completed the RFP process.

STATES ON SOURCING TEAM:

- ★ Colorado (Lead)
- **★** Alaska
- **★** Washington
- **★** Nevada
- **★** Utah
- ★ Missouri
- ★ Nebraska
- **★** Connecticut

SOLICITATION INFORMATION:

Type: Request for Proposal (RFP)

Solicitation Number: RFP-NP-18-001

Date Released: October 2, 2018

Date Closed: January 17, 2019





PUBLIC POSTING OF SOLICITATION:

Solicitation was Publicly Advertised from October 2, 2018 to January 17, 2019.

• Website Posted On: www.colorado.gov/VSS

• Posting Link: Copiers and MPS RFP

• Number of Days Solicitation was Publicly Posted: 79

• Number of Amendments Posted: 2

• Pre-Proposal Meeting Held On: October 12, 2018

PUBLIC OPENING

Sealed responses were publicly opened on January 17, 2019 at 1:00 pm, in Denver, CO.



VENDOR RESPONSES:

- Number of Vendor Responses Received: 9
- Number of Non-Responsive Vendor Responses: 9
- Number of Vendor Responses Evaluated: 0

EVALUATIONS:

Responses were evaluated by the members of the Sourcing Team during in March of 2019.

EVALUATION CRITERIA:

Responses were evaluated based on the following Evaluation Criteria:

- Part-One (Response Required): Products and Scope of Work
 - a. Cost Evaluation (40% weight)
 - b. Scope of Work Technical Evaluation (60% weight)
- Part-Two (Response Optional): Managed Print Services
 - a. Cost Evaluation (40% weight)
 - b. MPS Technical Evaluation (60% weight)

SCORING:

Responses were scored according to the RFP's Evaluation Criteria. Anyone interested in receiving a copy of the scoring that was used to determine the awards for this RFP should contact the Lead State as identified on the portfolio's NASPO ValuePoint website.

AWARD:

The RFP allowed for multiple vendor awards based on each vendor's success in achieving 50% or more from the highest possible score of 100% in each product category.





PUBLIC POSTING OF AWARD:

Award Posting Start: April 19, 2019

Award Posting End: April 29, 2019

Posting Link: RFP's Award Notice

Total Days Posted: 10

Vendors Awarded: 9

Protests Received: 0

AWARDED VENDORS:

- Canon U.S.A., Inc.
- HP Inc.
- Konica Minolta Business Solutions U.S.A., Inc.
- KYOCERA Document Solutions America, Inc.
- Lexmark International, Inc.
- Ricoh USA, Inc.
- Sharp Electronics Corporation
- Toshiba America Business Solutions, Inc.
- Xerox Corporation





Administrative Report

H.17., File # 22-4374 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AGREEMENT WITH CHOICE MEDIATION FOR AS NEEDED DISPUTE RESOLUTION AND HEARING OFFICER SERVICES ON ADMINISTRATIVE MATTERS FOR THE CITY OF REDONDO BEACH IN AN AMOUNT NOT TO EXCEED \$36,000 AND A TERM ENDING JULY 31, 2023

EXECUTIVE SUMMARY

Since 2012, the City has contracted with an outside firm to provide optional alternative dispute resolution services for members of the Redondo Beach community. Until recently, the services were provided by Lance Widman, who passed away. In order to resume the services (which are delivered on an as needed basis), staff recommends the City Council approve an agreement with Choice Mediation for an amount not to exceed \$36,000 and a term ending July 31, 2023.

BACKGROUND

Since December of 2012, the City has contracted with the South Bay Center for Dispute Resolution to provide community-based dispute resolution services. The organization closed its doors following the passing of its founder, Lance G. Widman, in December of 2021.

The City has a continuing need for these services across multiple Departments and Divisions. Most pressing is the Housing Authority's immediate need for mediation and hearing officer services to oversee housing program termination proceedings and housing mediation cases for Section 8 program tenants and landlords.

Staff researched local providers with expertise in alternative dispute resolution and experience serving as a hearing officer across a wide range of administrative issues. Upon completing their outreach, staff found that Choice Mediation, a Sole Proprietorship owned and operated by Coleen Berg, which serves the neighboring cities of Rancho Palos Verdes and Torrance, is the best option to resume services in Redondo Beach.

Given the immediate need for services in the Housing Division, the City Attorney's Office, at the request of the Police Department and City Manager's Office, drafted a limited-term agreement with Choice Mediation that carries a not to exceed amount of \$36,000 and an expiration date of July 31, 2023. Despite not conducting a full competitive search, staff is confident in recommending approval of this Agreement based on local references and Choice Mediation's selection as the provider of choice by the City of Torrance, which recently conducted a full request for proposal process for these

H.17., File # 22-4374 Meeting Date: 6/21/2022

services.

The not to exceed amount of \$36,000 represents an increase from the Agreement serviced by the South Bay Center for Dispute Resolution, but is consistent with rates for services being charged in other jurisdictions based on the City's projected utilization over the contract period. The City previously enjoyed below-market pricing from the South Bay Center for Dispute Resolution based on Mr. Widman's long-standing relationship with Redondo Beach.

COORDINATION

This City Manager's Office coordinated the preparation of this report with the City Attorney's Office, Redondo Beach Police, and the Community Services Departments.

FISCAL IMPACT

Funds for the \$36,000 agreement are available in each of the following Department/Division FY 2022-23 budgets:

•	Police Department	\$10,000
•	Police Department (Animal Control)	\$10,000
•	Police Department (Code Enforcement)	\$ 8,000
•	City Attorney	\$ 6,000
•	Community Services (Housing Authority)	\$ 2,000
	TOTAL	\$36,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agmt - Choice Mediation



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H.17., File # 22-4374 Meeting Date: 6/21/2022

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APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agmt - Choice Mediation

AGREEMENT

This Agreement ("Agreement") is entered into on June 21, 2022, by and between the City of Redondo Beach, a municipal corporation ("City"), and the Choice Mediation ("Choice"), a Sole Proprietorship.

RECITALS

- A. City desires to engage professional community-based dispute resolution services for the benefit of City residents and businesses and as a hearing officer on administrative matters on an as needed basis.
- B. Choice represents that it possesses the qualifications, experience and expertise to provide such services.

NOW, THEREFORE, in view of the foregoing and the covenants contained herein, the parties mutually agree as follows:

- 1. <u>Services</u>: Choice will provide services to the City as set forth in the Program of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any services proposed or requested in additional to those included herein must be agreed to in writing by the parties. All services provide by Choice shall be performed to the highest quality professional standards of diligence and skill, and in compliance with all applicable laws of City, state and federal governments.
- 2. <u>Compensation:</u> City agrees to pay Choice, as full compensation for the services to be performed pursuant to this Agreement, the amount set forth in the Fee Schedule attached hereto as "Exhibit B" and incorporated herein by reference. In no event shall compensation hereunder exceed \$36,000 per fiscal year absent a written

amendment to this Agreement. Choice shall not be entitled to any additional compensation for expenses except by prior written authorization of City. City agrees to pay Choice monthly for services performed under this Agreement within thirty (30) days of receipt of an invoice from Choice in a format approved by the City Manager. Choice shall accompany each invoice for payment with a written report containing the following information: Cases opened, name of clients, nature of dispute, referral source, disposition of dispute, information and referrals, as well as outreach activities including meetings with City staff, community groups and agencies.

- Term: The term of this Agreement shall commence on June 21, 2022, and extend to July 31, 2023. This Agreement may be extended by mutual agreement in writing by City and Choice.
- 4. Status of Choice as Independent Contractor: Choice is an independent contractor in all respects in the performance of this Agreement and shall not be considered an employee of the City for any purpose. City shall not assume any liability for payment of any salaries, wages or compensation, including for injury or sickness, to any Choice personnel or subcontractor(s) performing services under this Agreement, and such personnel or subcontractor(s) shall have no right to any City service, status or benefit under this Agreement.
- 5. <u>Liability:</u> Choice agrees to indemnify, defend and hold harmless City, its officers, agents, employees, and representatives from and against all claims, liabilities, damages, causes of action or judgments (including reasonable attorney fees and costs

of suit) arising from Choice's negligent actions or omissions during its performance of services under this Agreement. Choice further agrees at its expense to procure and maintain in effect during the term of this Agreement a policy of comprehensive commercial liability insurance from a carrier approved by City with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate protective and contractual, and \$1,000,000 aggregate products, which policy shall name City and its officers, employees and agents as additional insureds and not be subject to cancellation absent thirty days advance notice to City. Insurer shall have an A.M. Best's rating of not less than A-VII unless otherwise approved by City.

- 6. <u>Subcontracts:</u> Any subcontracts entered into by Choice for services to be rendered under this Agreement shall be for Choice's benefit alone and, as such, shall be its responsibility with no liability resting on City.
- 7. <u>Default:</u> In the event that Choice is in default under the terms of this Agreement, it is expressly agreed that City, after providing a reasonable opportunity to cure the default, shall have no obligation or duty to continue compensating Choice for any work performed after the date of the default.
- 8. <u>Mediation of Disputes:</u> The parties agree that in the event a dispute arises in the performance of this Agreement, prior to commencing litigation the parties shall agree to mediate their dispute. The parties shall mutually agree upon the selection of the mediator of any and all disputed claims.
- 9. <u>Reimbursement</u>: Each party agrees that in the event of a court determination that a party is in material default in the performance of this Agreement, the defaulting party

will reimburse the non-defaulting party for all expenses (including reasonable

attorney's fees) incurred by such non-defaulting party in connection with enforcement

of its rights by such non-defaulting party in connection with enforcement of its rights

under this Agreement.

10. Conflict of Interest: Choice shall avoid activities that may result in a conflict of interest

in fact or the appearance of a conflict of interest relating to its performance under this

Agreement.

11. Notices: Notices shall be given pursuant to this Agreement on the party to be

notified, or by written notice upon such party deposited in the custody of the United

States Postal Service addressed as follows:

City:

Michael Webb

City Attorney

City of Redondo Beach

415 Diamond Street

Redondo Beach, CA 90277

Choice: Coleen Berg

Choice Mediation

P.O. Box 58

Redondo Beach, CA 90277

The notices shall be deemed to have been given as of the date of personal service, or as

of the date of deposit of the same in the custody of the United States Postal Service.

12. Amendments: This Agreement may be amended so long as such amendment is

agreed upon in writing by City and Choice.

13. <u>Termination</u>: Either City or Choice may terminate this Agreement without cause so

long as written notice of intent to terminate is given by the other party at least thirty

4

(30) days prior to the termination date. Upon receipt of a termination notice by City, Choice shall promptly discontinue all services affected (unless the notice directs otherwise), and shall promptly deliver to City all data, reports, summaries and such other information and materials as may have been accumulated by Choice in the performance of this Agreement, whether completed or in progress. Choice shall be entitled to reasonable compensation for the services it performed up to the date of termination.

14. Entire Agreement: This document constitutes the entire Agreement between the parties and there are no other agreements, expressed or implied, except as provided in this Agreement.

IN WITNESS WHEREOF, that City has by action of its City Council authorized this Agreement to be executed for an on behalf of the City of Redondo Beach by the Mayor and that Choice has caused same to be executed by its Sole Proprietor.

CITY OF REDONDO BEACH	CHOICE MEDIATION, a Sole Proprietorship	
William C. Brand, Mayor	Coleen Berg	
ATTEST:	Sole Proprietor	
ATTEST.		
Eleanor Manzano, City Clerk		
Elemen Hanzane, eng elem		
APPROVED AS TO FORM:	APPROVED:	
Michael W. Webb, City Attorney	Diane Strickfaden, Risk Manager	

EXHIBIT A

CHOICE MEIDATION

Program of Services

The following services will be provided by CHOICE MEDIATION to the City of Redondo Beach.

About the Provider: Choice Mediation is a Sole Proprietorship, owned and operated by Coleen Berg, Mediator. Coleen Berg will act as an impartial mediator to assist participants in compromising, settling and/or resolving issues and to aid them in resolving any conflicts or disputes which may arise during the course of this mediation.

Resolution Services: Choice Mediation will provide mediation and facilitation services to the residents of Redondo Beach at the city's request. Services can include, but not limited to, view related issues, neighbor-to-neighbor, noise nuisance, property use/condition. This process may include phone consultation, face-to-face or a combination of both. The goal of the process is to assist participants to reach a mutually agreed upon resolution that results in either a verbal agreement or written. Every effort will be made by the mediator to help residents reach a resolution; the final product is the result of the participants efforts. The mediator is not Party to any agreements, and shall have no responsibility or liability for any costs or damages that arise out of said agreement. Additional services can be discussed upon request.

Confidentiality: Mediation is a confidential process and protected by the California Evidence Code. If requested by the city, documents can be provided if permission is given by all participants. Upon completion of the process the mediator is authorized to provide the city with the following information: 1- if all parties participated in good faith, and 2- if there was a mutually agreed upon resolution achieved.

Monitoring and Evaluations: The City will monitor and evaluate the performance of the Choice's services and activities and will have access and other documents related to the Choice's performance except as they may be protected by the California Evidence Code. During such a review, the confidentiality of persons utilizing the Choice's services shall be respected. These evaluation reviews will focus on the effectiveness of the Choice's program, the impact of its services on the community, and the extent to which the Choice's services address the concerns and priorities of the City.

Contact Person: Coleen Berg, choice Mediation PO Box 58, Redondo Beach, CA 90277. Phone 310-512-6078. Email choicemediation@yahoo.com. Web site www.choice-mediation.com.

EXHIBIT B

FEE SCHEDULE

\$160 per hour with a not to exceed amount of \$36,000.00 per fiscal year.



Administrative Report

H.18., File # 22-4375 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH HINDERLITER, DE LLAMAS, AND ASSOCIATES, DBA HDL COMPANIES FOR CONSULTING SERVICES TO ASSIST WITH THE CITY'S PREPARATION OF A CANNABIS ORDINANCE, TAX MEASURE, AND PERMIT SELECTION PROCESS FOR AN AMOUNT NOT TO EXCEED \$37,250 FOR THE TERM JUNE 21, 2022 THROUGH JUNE 30, 2023

EXECUTIVE SUMMARY

The City of Redondo Beach has prepared a draft ordinance regulating commercial cannabis. Per City Council direction, the Planning Commission reviewed the draft cannabis ordinance at a public hearing held on March 3, 2022. The Planning Commission provided several recommendations at the hearing including that the City engage a consultant with experience evaluating the cannabis industry to help review the City's ordinance.

On May 10, 2022 the City Council considered the Planning Commission recommendations and provided direction to staff on the final preparation of ordinances. The Council as part of that direction asked staff to prepare an agreement with HdL Companies to review the City's draft cannabis regulatory ordinance and provide any suggestions for improvement, develop a draft cannabis tax ordinance for City Council consideration, assist in the establishment of an application process for future cannabis permits, and provide support at public meetings as subject matter experts.

Staff has conducted research on HdL's history and background and determined that their expertise in municipal cannabis policy has been well-received by other local agencies that have used their services. The City currently has a contract with its sister company, HdL Coren & Cone, to provide property and sales tax advice.

BACKGROUND

California's history of cannabis law spans nearly 25 years. The Medical Marijuana Regulation and Safety Act became effective January 2016. In response, Redondo Beach adopted an ordinance for local regulations regarding medical marijuana. Proposition 64 regarding the Adult Use of Marijuana Act was approved in November 2016. Redondo Beach adopted Ordinances to regulate the personal use and cultivation of cannabis, as well as restrict commercial cannabis activities in the City. This was an interim measure to prohibit cannabis businesses until the City could better evaluate what types of businesses and what regulations to put in place.

In 2018 Council developed a Strategic Planning Objective that made way for a Cannabis Steering

Committee to evaluate best practices, research potential regulations and report back to the City Council. The Cannabis Steering Committee diligently reviewed options and concluded with recommendations to City Council at the October 5, 2021 meeting that prioritize public health and safety, consider a wealth of challenges experienced by other jurisdictions, and mitigate/limit potential liabilities against the City implementing a local ordinance. The Steering Committee found that the most responsible approach to local regulations address the immediate concerns and needs of the community, allow the greatest flexibility and local control in regulating, and are only expanded after success in the initial implementation.

City Council considered the Steering Committee recommendations at their October 5, 2021 meeting and directed staff to prepare ordinances in line with those recommendations. At the January 18, 2021 meeting, Council finalized the parameters to be evaluated and established the buffers to be included in the ordinance.

Staff prepared the ordinances and presented those at a public hearing of the Planning Commission on March 3, 2022. The Planning Commission made recommendations, which City Council reviewed and considered at the May 5, 2022 meeting.

After considering the Cannabis Steering Committee background, City Council direction, and the ordinances themselves, the Planning Commission did provide several recommendations in their resolution. One of the Planning Commission recommendations was to, "Consider engaging a thoroughly vetted and referenced consultant with experience evaluating the cannabis industry to evaluate the ordinance in its entirety."

The agreement includes services for the City to move forward quickly in finalizing the cannabis ordinances and preparing a cannabis tax ordinance. Staff discussed various services with HdL, including:

- Review of cannabis ordinances
- Preparation of tax ordinance/initiative
- Comparatively analyze ordinances and the separate initiative
- Develop solicitation and selection procedures
- Incorporate cost recovery in process to fund the potential services

At the May 10, 2022 meeting, City Council provided direction to engage HdL on their proposed scope of work to include the following:

- Objective 1: Review the City's Draft Cannabis Regulatory Ordinance
- Objective 2: Develop Draft Cannabis Tax Ordinance
- Objective 3: Application Process Development
- Objective 4: Cost Recovery Fee Analysis
- Objective 5: Attendance, Support or Presentations at Meetings or Workshops
- Objective 6: Technical Assistance and Subject Matter Expertise

At the request of City Council, staff has conducted extensive research on HdL's history and background and determined that their expertise on the subject matter has been well-received by

H.18., File # 22-4375 Meeting Date: 6/21/2022

other municipalities for similar services (see attached proposal and letter). HdL has worked with over 175 cities and counties on cannabis policies and revenue strategies. In the last seven years alone, HdL has prepared or assisted in the development of 84 out of the 121 cannabis measures in California. They are also currently working on cannabis tax measures for four (4) counties and seven (7) cities including Los Angeles County and the City of El Segundo. HdL works solely with public agencies and has no private sector clients in the cannabis industry.

COORDINATION

The contract amendment has been coordinated with the City Attorney's Office and the City Manager's Office.

FISCAL IMPACT

Funding for the cost of the additional services is initially available in the annual operating budget for Community Development contracts and professional services. It is anticipated that a majority of the expenses will be reimbursed through future cannabis permit processing fees.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement HdL Cannabis Management
Proposal HdL Cannabis Management Services
Letter from HdL Regarding Fairfield Contract



Administrative Report

H.18., File # 22-4375 Meeting Date: 6/21/2022

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From: BRANDY FORBES, COMMUNITY DEVELOPMENT DIRECTOR

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- Review of cannabis ordinances
- Preparation of tax ordinance/initiative
- Comparatively analyze ordinances and the separate initiative
- Develop solicitation and selection procedures
- Incorporate cost recovery in process to fund the potential services

At the May 10, 2022 meeting, City Council provided direction to engage HdL on their proposed scope of work to include the following:

- Objective 1: Review the City's Draft Cannabis Regulatory Ordinance
- Objective 2: Develop Draft Cannabis Tax Ordinance
- Objective 3: Application Process Development
- Objective 4: Cost Recovery Fee Analysis
- Objective 5: Attendance, Support or Presentations at Meetings or Workshops
- Objective 6: Technical Assistance and Subject Matter Expertise

At the request of City Council, staff has conducted extensive research on HdL's history and background and determined that their expertise on the subject matter has been well-received by

H.18., File # 22-4375 Meeting Date: 6/21/2022

other municipalities for similar services (see attached proposal and letter). HdL has worked with over 175 cities and counties on cannabis policies and revenue strategies. In the last seven years alone, HdL has prepared or assisted in the development of 84 out of the 121 cannabis measures in California. They are also currently working on cannabis tax measures for four (4) counties and seven (7) cities including Los Angeles County and the City of El Segundo. HdL works solely with public agencies and has no private sector clients in the cannabis industry.

COORDINATION

The contract amendment has been coordinated with the City Attorney's Office and the City Manager's Office.

FISCAL IMPACT

Funding for the cost of the additional services is initially available in the annual operating budget for Community Development contracts and professional services. It is anticipated that a majority of the expenses will be reimbursed through future cannabis permit processing fees.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Agreement HdL Cannabis Management
Proposal HdL Cannabis Management Services
Letter from HdL Regarding Fairfield Contract

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND HINDERLITER, DE LLAMAS AND ASSOCIATES DBA HDL COMPANIES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Hinderliter, De Llamas and Associates DBA Hdl Companies, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

- 1. <u>Description of Project or Scope of Services</u>. 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. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. 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. <u>Brokers</u>. 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. <u>City Property</u>. 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. <u>Inspection</u>. 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. <u>Changes and Extra Work</u>. 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. <u>Business License</u>. 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. <u>Termination in the Event of Default</u>. 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. <u>Nonwaiver of Rights</u>. 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. <u>Waiver of Right of Subrogation</u>. 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. <u>Insurance</u>. 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. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. 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. <u>Limitations upon Subcontracting and Assignment</u>. 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. <u>Subcontractors</u>. 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. <u>Integration</u>. 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. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. 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. <u>Non-Exclusivity</u>. 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. <u>Exhibits</u>. 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. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 26. <u>Confidentiality</u>. 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. <u>Third Parties</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Claims</u>. 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. <u>Interpretation</u>. 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. <u>Severance</u>. 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. <u>Authority</u>. 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. <u>Waiver</u>. 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 21st day of June, 2022.

CITY OF REDONDO BEACH, a chartered municipal corporation	Hinderliter, de Llamas and Associates DBA HdL Companies, a California corporation
William C. Brand, Mayor	By: Name:Title:
ATTEST:	
Eleanor Manzano, City Clerk	
APPROVED:	
Diane Strickfaden, Risk Manager	
APPROVED AS TO FORM:	
Michael W Webb City Attorney	

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

Cannabis Consulting Services

Objective 1: Review the City's Draft Cannabis Regulatory Ordinance

HdL shall review the City's draft commercial cannabis regulatory ordinance to ensure that it is consistent with State laws and reflects industry best practices. HdL will work with City staff to identify local concerns and priorities, including land use issues and sensitive uses, and to ensure the ordinance includes appropriate regulatory processes and mitigations as necessary to protect the health, safety and welfare of the community. HdL's review will also ensure the ordinance allows the City to specify the number and types of businesses to be permitted, application and renewal procedures, location requirements, site security measures, inspections and enforcement protocols, operational procedures, and other requirements specific to each allowable type of cannabis business.

Objective 1 to be completed by December 31, 2022.

Objective 2: Develop Draft Cannabis Tax Ordinance

HdL shall develop a draft commercial cannabis tax ordinance to generate City revenues from licensed cannabis businesses. The ordinance will set maximum tax rates for each type of cannabis business permitted by the City and will allow the City Council to set the rates as desired up to the maximum rate. The ordinance shall also specify the schedule and procedures for remitting taxes and shall allow the City to conduct audits of cannabis businesses to ensure they are reporting and remitting the proper amounts.

HdL shall also provide the ballot resolution as necessary to place the tax measure on the March 2023 ballot and shall provide revenue projections as required for the ballot statement.

Objective 3: Application Process Development

HdL shall design an application process that includes review, scoring, ranking, interviews and assistance with final selection of cannabis business permittees. The process shall be tailored to provide merit-based ranking or a lottery where appropriate or required for awarding a specified number of permits and to provide a quality assurance standard for those business types where there is no such limit. The process shall include evaluation criteria consistent with state law and the City's ordinance, to ensure that applicants have addressed all requirements before being allowed to move forward to the permitting process. Our process can be designed to accommodate a variety of final selection methods:

- First come / first served: Applications will be reviewed and scored in the order they
 are received. All applications scoring above a minimum baseline will be allowed to
 move forward to the permitting process, until the maximum number of permits
 available has been reached.
- Lottery: All applications scoring above a minimum baseline will be entered into a
 drawing from which applications will be selected at random, consistent with the
 number of permits available. Those applications selected will be allowed to move
 forward to the permitting process.
- Merit based: All applicants will be ranked according to their score. The top-ranked applicants will be recommended to move forward to the permitting process, consistent with the number of permits available.

HdL will advise the City on the most appropriate process for its needs, depending upon the number of permits available and the anticipated number of applicants. HdL shall provide all necessary application forms, as well as procedures, guidelines, indemnification forms, background information releases, and other required documents and shall ensure that all information desired by the City is incorporated into the cannabis business application form and procedures.

Objective 3 to be completed by June 30, 2023.

Objective 4: Cost Recovery Fee Analysis

HdL will conduct a fiscal analysis to determine appropriate application and permitting fees. The analysis shall consider the costs of all City staff time, overhead, fringe benefits, consultants and any other services associated with each step of the cannabis permitting and regulatory process, including both initial application processing and annual permit renewals. HdL staff has experience developing cannabis regulatory fees and doing a "fit gap" analysis of staff responsibilities and time allotted to this program to establish appropriate fees for the City's level of oversight and enforcement of the regulatory process.

Objective 4 to be completed by June 30, 2023.

Objective 5: Attendance, Support or Presentations at Meetings or Workshops

HdL shall provide attendance or presentations at up to 3 meetings of the City Council to help inform discussion and development of the City's cannabis reprogram. It is anticipated that these meetings may include presentation and discussion of the ballot measure impact analysis, the first reading of the draft cannabis regulatory and tax ordinances, discussion of cost recovery fees or application processes or other purposes as desired by the City.

The use and scheduling of these meetings would be determined in consultation with City staff. This objective assumes that all meeting attendance would be virtual. Physical attendance would incur an additional travel charge.

Objective 5 to be completed by June 30, 2023

Objective 6: Technical Assistance and Subject Matter Expertise

HdL will provide up to 20 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

Drafts and Final Work Products

All work products assume one initial draft for review and comment, one iterative draft to incorporate any desired changes, and one final draft for presentation or publication. Additional drafts requested by the client may result in additional charges at HdL's hourly rate.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The Agreement shall commence on June 21, 2022, and shall continue until June 20, 2023 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

1. <u>AMOUNT</u> The total not-to-exceed amount includes the complete scope of work described in Exhibit A is described in greater detail below:

Scope of Service Objectives	Cost
Objective 1: Review The City's Draft Cannabis Regulatory Ordinance	\$7,500
Objective 2: Develop Draft Cannabis Tax Ordinance	\$7,500
Objective 3: Application Process Development	\$3,750
Objective 4: Cost Recovery Fee Analysis For initial application and permitting process	\$7,500
Objective 5: Attendance or Presentations at Meetings or Workshops Assumes 3 remote meetings at \$2,000 each	\$6,000
Objective 6: Technical Assistance and Subject Matter Expertise Assumes 20 hours at \$250/hour	\$5,000
Total Not to Exceed	\$37,250

- 2. <u>METHOD OF PAYMENT</u> Consultant shall provide monthly invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- 3. SCHEDULE FOR PAYMENT City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed \$37,250 for services related to Section I D. of the amended contract and services are performed to the full satisfaction of the City. Consultant acknowledges that the payment of services is subject to a separate reimbursement agreement with a third party and that payment may be delayed due to delay in the City's receipt of reimbursement monies.
- 4. <u>NOTICE</u> 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

HdL Companies 120 S. State College Blvd. Suite 200 Brea, CA 92821 Attn: David McPherson

City

City of Redondo Beach Planning Division 415 Diamond Street Redondo Beach, CA 90277

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

<u>Additional Insured Endorsement:</u>

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.

City of Redondo Beach

Cannabis Management Services

May 12, 2022



SUBMITTED BY

HdL Companies 120 S. State College Blvd., Ste 200 Brea, CA 92821 hdlcompanies.com

CONTACT

David McPherson

T: 714.879.5000

E: dmcpherson@hdlcompanies.com

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I. COVER LETTER

May 12, 2022

Mike Witzansky City Manager City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277

Re: Proposal for Cannabis Monitoring and Compliance Services

Dear Mr. Witzansky,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of Redondo Beach. The enclosed scope of services provides for HdL to review the City's draft cannabis ordinance, provide a draft cannabis tax ordinance and ballot measure, develop an application process and cost recovery fees, provide attendance or presentations at up to 3 City Council meetings, and additional hours of general consulting as needed or requested by the City.

HdL is recognized as the industry leader in the development, implementation and enforcement of cannabis management programs for local governments in California. We have partnered with over 175 California cities and counties on cannabis-related programs, including ordinance development and review, community outreach and education, merit-based application and permitting processes, cost recovery studies, compliance inspections, financial audits, fiscal analyses and law enforcement training.

Our cannabis team has unmatched expertise, with more than 65 years' combined experience in the development, implementation and enforcement of cannabis regulatory and tax programs. Our team members have conducted over 18,000 cannabis compliance inspections and financial audits in California, Colorado and Nevada, and have reviewed, scored and processed over 3,500 cannabis business applications in the last six years in California. HdL Companies works solely with public agencies and has no private-sector clients in the cannabis industry.

We look forward to the opportunity to partner with the City of Redondo Beach in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 714.879.5000.

Sincerely,

Andy Nickerson

President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The City of Redondo Beach currently prohibits the establishment of commercial cannabis businesses. Over the past year, the City has conducted community outreach to determine the amount of support for removing this prohibition and for allowing cannabis businesses within the City limits. Based on this community input, the City has been developing a draft ordinance that would allow a specified number of cannabis businesses with specific provisions for zoning, distance from sensitive uses, and other regulatory requirements.

At the same time, an industry-backed citizen's group has circulated and ballot measure that would allow and regulate cannabis businesses under different provisions. The measure has gathered the necessary number of signatures and will be placed on the ballot in March of 2023 for consideration by the voters.

The City is requesting that HdL Companies provide a proposal to assist with analysis of the citizens' initiative and development of the City's draft ordinance and regulatory program. The specific services being requested include all of the following:

- Review the City's draft cannabis regulatory ordinance and provide recommendations for revisions as necessary.
- Review the citizens' initiative and provide a report analyzing the potential regulatory and fiscal impacts and comparing and contrasting the initiative with the City's draft ordinance.
- Prepare a cannabis tax measure to be placed on the ballot in March of 2023.
- Develop an application review and selection process for cannabis business applicants.
- Conduct a cost-recovery fee analysis for the initial application and permitting process.
- Provide attendance and presentations at up to 3 meetings of the City Council.
- Provide additional hours of general subject matter expertise to be used as needed.

To expedite these services, it is anticipated that any agreement pursuant to this proposal would be processed as an amendment to the existing agreement between the City and HdL for other non-cannabis services.

The service objectives are described in greater detail below.

Objective 1: Review the City's Draft Cannabis Regulatory Ordinance

HdL shall review the City's draft commercial cannabis regulatory ordinance to ensure that it is consistent with State laws and reflects industry best practices. HdL will work with City staff to identify local concerns and priorities, including land use issues and sensitive uses, and to ensure the ordinance includes appropriate regulatory processes and mitigations as necessary to protect the health, safety and welfare of the community. HdL's review will also ensure the ordinance allows the City to specify the number and types of businesses to be permitted, application and renewal procedures, location requirements, site security measures, inspections and enforcement protocols, operational procedures, and other requirements specific to each allowable type of cannabis business.

Objective 2: Develop Draft Cannabis Tax Ordinance

HdL shall develop a draft commercial cannabis tax ordinance to generate City revenues from licensed cannabis businesses. The ordinance will set maximum tax rates for each type of cannabis business permitted by the City and will allow the City Council to set the rates as desired up to the maximum rate. The ordinance shall also specify the schedule and procedures for remitting taxes and shall allow the City to conduct audits of cannabis businesses to ensure they are reporting and remitting the proper amounts.

HdL shall also provide the ballot resolution as necessary to place the tax measure on the March 2023 ballot and shall provide revenue projections as required for the ballot statement.

Objective 3: Application Process Development

HdL shall design an application process that includes review, scoring, ranking, interviews and assistance with final selection of cannabis business permittees. The process shall be tailored to provide merit-based ranking or a lottery where appropriate or required for awarding a specified number of permits and to provide a quality assurance standard for those business types where there is no such limit. The process shall include evaluation criteria consistent with state law and the City's ordinance, to ensure that applicants have addressed all requirements before being allowed to move forward to the permitting process. Our process can be designed to accommodate a variety of final selection methods:

- First come / first served: Applications will be reviewed and scored in the order they are received. All applications scoring above a minimum baseline will be allowed to move forward to the permitting process, until the maximum number of permits available has been reached.
- Lottery: All applications scoring above a minimum baseline will be entered into a drawing from which applications will be selected at random, consistent with the number of permits available. Those applications selected will be allowed to move forward to the permitting process.
- Merit based: All applicants will be ranked according to their score. The top-ranked applicants will be recommended to move forward to the permitting process, consistent with the number of permits available.

HdL will advise the City on the most appropriate process for its needs, depending upon the number of permits available and the anticipated number of applicants. HdL shall provide all necessary application forms, as well as procedures, guidelines, indemnification forms, background information releases, and other required documents and shall ensure that all information desired by the City is incorporated into the cannabis business application form and procedures.

Objective 4: Cost Recovery Fee Analysis

HdL will conduct a fiscal analysis to determine appropriate application and permitting fees. The analysis shall consider the costs of all City staff time, overhead, fringe benefits, consultants and

any other services associated with each step of the cannabis permitting and regulatory process, including both initial application processing and annual permit renewals. HdL staff has experience developing cannabis regulatory fees and doing a "fit gap" analysis of staff responsibilities and time allotted to this program to establish appropriate fees for the City's level of oversight and enforcement of the regulatory process.

Objective 5: Attendance, Support or Presentations at Meetings or Workshops

HdL shall provide attendance or presentations at up to 3 meetings of the City Council to help inform discussion and development of the City's cannabis reprogram. It is anticipated that these meetings may include presentation and discussion of the ballot measure impact analysis, the first reading of the draft cannabis regulatory and tax ordinances, discussion of cost recovery fees or application processes or other purposes as desired by the City.

The use and scheduling of these meetings would be determined in consultation with City staff. This objective assumes that all meeting attendance would be virtual. Physical attendance would incur an additional travel charge.

Objective 6: Technical Assistance and Subject Matter Expertise

HdL will provide up to 20 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquires via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.



III. COST

The proposed services are broken down into specific line items in the cost table below. This proposal does not include any additional items that are not contemplated by this scope of services. Any additional services requested by the City will be billed at HdL's hourly rate.

Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement. Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost	
Objective 1: Review the City's Draft Cannabis Regulatory Ordinance	\$7,500	
Objective 2: Develop Draft Cannabis Tax Ordinance	\$7,500	
Objective 3: Application Process Development	\$3,750	
Objective 4: Cost Recovery Fee Analysis For initial application and permitting process	\$7,500	
Objective 5: Attendance or Presentations at Meetings or Workshops Assumes 3 remote meetings @ \$2,000 each	\$6,000	
Objective 6: Technical Assistance and Subject Matter Expertise Assumes 20 hours at \$250/hour	\$5,000	
Travel (if and as needed for meeting attendance)	\$300 per day	
TOTAL NOT TO EXCEED	\$37,250	
All City costs other than Objective 2 may be fully recoverable from applicants or permittees		

Drafts and Final Work Products

All work products assume one initial draft for review and comment, one iterative draft to incorporate any desired changes, and one final draft for presentation or publication. Additional drafts requested by the client may result in additional charges at HdL's hourly rate.

IV. OPTIONAL SERVICES

<u>Application Reviews, Merit-Based Ranking and Interviews</u>

HdL staff will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions. Applications deemed incomplete will be disqualified and those applicants will not be allowed to submit any supplemental information.

Applications which have been deemed complete will move forward for a full review, including scoring and merit-based ranking. Applicants must provide detailed information on how they plan to meet the required criteria. An applicant's point score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category. Scoring shall be in conformance with the Scoring Rubric included as Attachment A to this proposal.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall be adequately detailed to inform the subsequent interview process but shall not contain any recommendations for approval or denial, other than a numerical score.

Proposed actions described in the applications shall be considered binding conditions of any resulting permit. Failure to meet or comply with any such requirements after a permit has been granted may subject the applicant to penalties and/or revocation proceedings.

HdL will design and conduct an interview panel for all applicants that receive passing scores. The interview panel shall consist of designated City staff, assisted by a subject-matter expert from HdL serving as facilitator. Interviews shall be one hour long, with a half hour between to allow for reaction, discussion and note taking by the panel. Interviews shall be scheduled for successive days, where possible, with 5 interviews per day.

Supplemental Background Checks

HdL can provide background checks of all owners, principals, managers and employees of cannabis businesses. Our background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license.

Our supplemental background checks expand upon the Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Our comprehensive background process checks the subject's name and social security number against over 200 million databases nationwide, including all of the following¹:

- 7 yr. unlimited county courts and criminal records search
- Social Security, name and address comparison
- DMV search
- National Criminal Court report
- National Sex offender registry
- Federal criminal history
- State Department of Public Safety
- State Department of Corrections
- Terror watch list
- Bankruptcy, lien and judgments
- Delinquent child support payments
- Employment credit report
 - Financial summary
 - Personal information comparison
 - Address comparison
 - Employment comparison
 - Credit bureau report / credit history
 - Public records search

Any felony convictions that would be automatic disqualifiers pursuant to B&P 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of a local business license or permit is subject to local ordinance requirements.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff. We also offer a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

HdL provides an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City.

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	\$300	\$100
Annual renewal	\$100	\$75
Reissue lost or stolen badge	\$10	\$10

Prices valid as of the date of this proposal and subject to change without notice.

¹ Renewals and background checks for employees include a lesser level of investigation.



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V. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 65 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 18,000 cannabis compliance inspections and investigations in California, Colorado and Nevada.

Key Personnel

David McPherson, Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 10 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the California Department of Tax and Fee Administration on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Matt Eaton, Deputy Compliance Director

Matt Eaton is the Deputy Compliance Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 30 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, including regulatory and financial investigations. He is a subject matter expert on track and trace systems and understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and maintained Police Officer Service Training (POST) certification for over 30 years in California and Colorado. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Ajay Kolluri, Deputy Director of Policy and Audits

Ajay Kolluri is the Deputy Director of Audits and Operations for HdL's Cannabis Division. Ajay is responsible for overseeing the cannabis audit team and the daily operations of the division, which includes special projects such as community outreach, surveys, grant solicitation, revenue analysis, cost recovery fee studies, contracts, budgeting, and marketing. Ajay previously served as Program Manager for the Office of Cannabis Oversight (OCO) at City of Long Beach. Working within the City Manager's Office, Ajay was responsible for the licensing, regulation and enforcement of all commercial cannabis activity in the City, with one of the largest legal cannabis markets in the state. During his tenure with the OCO, Ajay oversaw the issuance over 200 cannabis business licenses, generating over \$10 million in annual revenue for the City. Ajay has experience in all aspects of cannabis oversight, including public health and education, planning and zoning, building inspections, enforcement, social equity, fee development, economic analysis and revenue projections.

Prior to overseeing the OCO, Ajay worked in public finance, serving as Budget Analyst for the Department of Financial Management in the City of Long Beach. Ajay holds a Bachelor's degree in business economics from the University of California, Santa Barbara, and a Master's degree in public policy from the University of Michigan.

Mark Lovelace, Senior Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first regional summit on cannabis issues in 2015 which helped guide the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, State legislators, and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and industry groups.

Mark received his Bachelor of Science degree in Industrial Design from San Jose State University. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

David Ross, Senior Compliance Inspector

David Ross is a Certified Fraud Examiner with 7 years of experience conducting gaming and non-gaming audits and investigations of tribal gaming facilities. David's experience includes conducting forensic accounting investigations into cash larceny, expense reimbursement fraud, check fraud, credit card fraud, payroll fraud, wire fraud, insider trading, construction fraud in addition to litigation support.

David previously worked as Surveillance Officer and Internal Auditor for the Shingle Springs Tribal Gaming Commission, where he was responsible for analyzing financial statements for a facility with revenues exceeding \$20 million per month. David also analyzed internal controls and established policies and procedures to ensure compliance with federal, state and local regulations. In addition, David conducted surveillance reviews and investigations into criminal activity including check and credit card fraud, skimming, money laundering, drug activity and other violations.

David holds a Bachelor's Degree in Business Administration from Vanguard University in Costa Mesa and a Master's Degree in Finance from California State University San Bernardino. He is a member of the Association of Certified Fraud Examiners.

Michelle Shaw, Compliance Inspector

Michelle conducts onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

Jeff Burris, Background Investigator / Compliance Inspector

Jeff Burris has over 28 years' experience as a Law Enforcement Professional. Jeff began his career with the Orange County Sheriff's Office before moving to the Ontario Police Department, where he advanced to Corporal, Police Detective and Sergeant before retiring as a Lieutenant.

Jeff worked various investigative assignments during his career, including both criminal and non-criminal investigations. While working as a Police Detective Jeff conducted personnel background investigations for sworn, non-sworn, administrative, and confidential employees. These investigations included criminal checks, credit checks, prior employment verification, personal reference verification, driving records, pre-polygraph questioning, neighborhood canvassing, and oral interviews. His assignments also included annual State audits for regulatory compliance.

Jeff received his Bachelor of Science degree in Occupational Management from the California State University in Long Beach. Jeff has completed numerous specialized training courses in investigative techniques, including a course in background investigations by the California Commission on Peace Officer Standards and Training (CA POST), and is a former member of the California Background Investigators Association (CBIA).

Elizabeth Eumurian, Audit Supervisor

Elizabeth Eumurian is the Audit Supervisor for HdL. Her primary role is to oversee and review the audits conducted by team members to assure accuracy and consistency. She also conducts financial audits, evaluates cannabis applications and conducts background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

Elizabeth earned her Bachelor of Arts degree in History from California State University and holds a certificate in CannaBusiness from Oaksterdam University.

Odette Mikhail, Auditor

Odette Mikhail conducts cannabis revenue audits at HdL. Odette previously worked as a senior auditor at public accounting firms. In this role, she executed testing procedures for audit and review engagements, identified accounting issues, reviewed internal controls, and prepared financial reports and statements. Odette earned her Bachelor of Science degree in Accounting and Business Administration from Ain Shams University in Cairo, Egypt.

Tao Lu, Auditor

Tao Lu works as an Auditor for HdL's Cannabis Management Team. Tao has two and a half years' experience as an accountant with an emphasis in information technology and food manufacturing industries. He also has public audit work experience at RSM China. Tao was born and raised in China. He earned a Bachelor's Degree in Accounting and Finance from Syracuse University in New York before relocating to Southern California with his family.

Valerie Carter, Auditor

Valerie Carter works as an Auditor for HdL's Cannabis Management Team. Valerie has over 5 years of public sector work experience focusing on public policy, auditing and revenue tax implementation. She was a Tax Auditor II for the City of Oakland's Revenue Management Bureau and an Assistant Management Analyst for the City of Berkeley's Transportation division. Valerie earned a Bachelor's Degree in Business Administration from Cal Poly Pomona, with an emphasis on Finance, Real Estate, and Law.

Eric Magana, Auditor

Eric Magana works as an Auditor for HdL's Cannabis Management Team, conducting revenue audits of licensed cannabis businesses to ensure they are accurately reporting their revenues and remitting the proper amount of fees or taxes. Prior to joining HdL, Eric worked as a Loan Specialist for the U.S. Small Business Administration, where he processed over 5,000 business loans and grant applications. Eric holds a Bachelor's Degree in Economics and Administrative Studies from University of California at Riverside.

Teresa Schneider, Compliance Inspector

Teresa Schneider conducts regulatory compliance inspections for HdL. Teresa served for 28 years with the Montclair Police Department, including 12 years in the Background Investigations Unit. In this capacity, Teresa was responsible for conducting background investigations of all City business license applicants, as well as all sworn and non-sworn positions within the police and fire departments and of civilians requesting access to police department records.

Theresa previously served 4 years in the U.S. Army's nursing program at Fort Campbell, Kentucky. During this time she attended college at the University of Kentucky and Austin Peay State University. After receiving an Honorable Discharge in 1990, Teresa was hired by the Montclair Police Department. During her 28-year career, she worked numerous assignments, including patrol, K9, detective bureau, court liaison, volunteer coordinator, and red-light automated enforcement. Teresa received many awards throughout her career, including Officer of the Year.

Kristi Lervold, Administrative Assistant

Kristi is the Administrative Assistant for cannabis team. In this role she supports individual team members, coordinates internal processes, and assists with client requests, contracts, billing reconciliation and invoicing. Kristi's 18-year career includes ten years as the administrative assistant to HdL's CFO, handling various operational responsibilities and supporting financial functions, as well as experience in the occupational health industry, facilitating services for federal, state, and local government clients. Kristi holds a Bachelor's of Science degree in Business Management with a minor in Business Administration.

VI. REFERENCES

City of Oxnard

Kathleen Mallory

Planning & Environmental Services Manager

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City of Port Hueneme

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County of Ventura

James Importante

Program Management Analyst

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June 8, 2022

Mike Witzansky
City Manager
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Re: Application Review Process

Dear Mr. Witzansky,

As you are aware, HdL Companies was previously under contract with the City of Fairfield to review applications for retail cannabis businesses in the City. The City received 14 applications, all of which were to be reviewed and scored by HdL in accordance with the merit-based criteria approved by the City.

After the reviews and ranking had been provided to the City, HdL became aware of certain irregularities in the scores. HdL immediately notified the City and after further review, we determined that the scoring irregularities could not be rectified, and that the application process had been compromised as a result. As a gesture of good faith, we volunteered to terminate our agreement with the City and to fully refund all fees paid to HdL for the project.

We have determined that the scoring irregularities were the result of human error and that there was no intent to influence the outcome to the benefit or detriment of any of the applicants. HdL Companies works solely with public agencies and has no private-sector clients in the cannabis industry. All members of our cannabis team are required to sign confidentiality and non-disclosure agreements and must verify that they have no economic conflicts of interests.

We hope that this letter helps to explain the issues that occurred with the City of Fairfield. While we in no way wish to downplay or make excuses for this project, we want to assure you that we have taken steps to ensure that such issues will not occur again.

Please feel free to contact me if you have any questions.

Sincerely,

Andy Nickerson

President, HdL Companies

anickerson@hdlcompanies.com

714.879.5000



Administrative Report

J.1., File # 22-4364 Meeting Date: 6/21/2022

TITLE

For eComments and Emails Received from the Public

BLUE FOLDER ITEM

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.

CITY COUNCIL MEETING JUNE 21, 2022

J.1 PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

PUBLIC COMMUNICATION

From: Mark Nelson (Home Gmail)

To: Al.Muratsuchi@asm.ca.gov; Ben.Allen@sen.ca.gov; HollyJMitchell@bos.lacounty.gov

Cc: cityclerk@manhattanbeach.gov; Cityclerk; citycouncil@hermosabeach.gov; Cityclerk; Paul Novak;

Communications; Kevin Cody; Lisa Jacobs

Subject: False Public Statements in BCHD Finance Committee Minutes

Date: Thursday, June 16, 2022 6:09:28 PM

Attachments: <u>image.png</u>

CAUTION: Email is from an external source; Stop, Look, and Think before opening attachments or links.

- 1) Electeds, Mayors and Councils of the BCHD Owning Cities, Mayor and Council of Torrance, LALAFCO, Media:
- 2) Correction of the Inaccurate BCHD Finance Committee Record:

In the June 16 2022 minutes presentation in the BCHD Finance Committee Agenda Packet, the following is written as a BCHD comment assertion between its 2019 and 2020 plans:

"Smaller Building Sizes:426,000 sf to 253,700 sf"

The statement is objectively false and misleading.

At the same time as BCHD's sleight-of-hand reducing the size of the RCFE building, it made a number of other changes that resulted in an OVERALL INCREASE in square feet of the ENTIRE PROJECT from 729,000 sqft of surface buildings to 792,000 sqft of surface buildings (about 10% increase) by transferring 160,000 sqft of out-of-sight underground parking to an 8-10 story surface ramp. Apparently BCHD "believes" that an 8-10 story Prospect and Diamond is invisible and does not count in the square feet. If you live ANYWHERE near Prospect and Diamond, you will see, smell and hear the above ground building.

Furthermore, we were told that the building size was reduced in order to keep market rents high and not saturate the market. This was NOT a concession to the neighbors.

BCHD is falsifying its actual change in campus size - BCHD INCREASED the square footage of surface buildings - BCHD DID NOT REDUCE SIZE.

urrent BCHD Campus - 312,900 sf	ARCHITECT'S NUMB				
020 Above Ground - 792,520 sf +250%	2019 Master Plan	2020 Master Plan			
Residential Care for the Elderly (Assisted Living + Memory Care)	423,000	253,700	-170K		
Programs of All-Inclusive Care for the Elderly (PACE)	0	14,000	+14K		
Community Services	6,270	6,270			
Pavilion/Center for Health & Fitness/Aquatics	74,000	90,250	+16K		
Child Development Center	10,000	0	-10K		
Service/Back of House	31,730	9,100	-22K		
New Parking Structure	270,000	292,500	+160K above ground		
Parking Structure Area to Remain	27,000	27,000			
510 N. Prospect MOB	0	52,000	+52K		
520 N. Prospect MOB	47,700	47,700			
TOTAL	889,700	792,520			
Difference		-97,180	+60K above ground		
Net Change		-10.92%	25% taller (75-ft)		



Administrative Report

L.1., File # 22-4344 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER PUBLIC SERVICE GRANT RECOMMENDATIONS AND ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022-2023 ANNUAL ACTION PLAN

PROCEDURES:

- a. Open Public Hearing and take testimony;
- b. Consider public service grant recommendations; and
- c. Adopt the 2022-2023 Annual Action Plan.

EXECUTIVE SUMMARY

As a recipient of Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD), the City of Redondo Beach is required to develop the one-year Action Plan and solicit input from residents as well as other interested organizations on housing and community development needs in the City. This report reflects the City's needs identified in the 2020-2025 Consolidated Plan and provides details on Fiscal Year (FY) 2022-2023 CDBG activities and funding allocations. The City will receive \$279,033 for FY 2022-23 in CDBG entitlement monies. These funds will support the Public Facilities and Improvements, Planning and Administration, Public Service Agencies, and the Housing Improvement Program efforts identified in the Action Plan.

BACKGROUND

The primary purpose of the CDBG Program, established under the Housing and Community Development Act of 1974, is to improve living conditions for low-income persons in the community. Since 1986, the first year the City received CDBG funds, the City has received CDBG entitlement funds totaling over \$16 million for a variety of projects and programs including housing rehabilitation; commercial rehabilitation; renovation of teen, community and senior centers; park improvements; and local public service agency funding.

Title I of the Cranston-Gonzalez National Affordable Housing Act requires that in order to apply for certain HUD programs, state and local governments must have an approved five-year Consolidated Plan. The Plan is used by state and local governments as a working guide for the application of resources to address local housing and community development needs. The City of Redondo Beach 2022-23 Annual Action Plan is attached to this report and is presented for review and comment. The Plan will be presented to City Council for review and adoption on June 21, 2022.

The one-year Annual Action Plan will serve to address strategies and goals established in the 2020-2025 Consolidated Plan and provide recommendations for the expected allocation of City FY 2022-23 CDBG entitlement funds to support the City's housing and community development activities for the upcoming fiscal year. It is projected that the CDBG funding allocation for the City will be \$279,033. This represents an approximate four percent decrease from the City's current year grant allocation of \$290,479.

The following projects and activities are proposed to be funded through the CDBG funds for FY 2022-23. Each activity is shown with a draft CDBG funding allocation and the corresponding percentage of the expected overall budget of \$279,033.

 <u>Public Facilities and Improvements:</u> Public improvements are an eligible expenditure of CDBG funds. As has been the case for the past several years, City staff would like to propose installation of access ramps and/or curb cuts for Americans with Disabilities Act of 1990 (ADA) compliance throughout the City.

Funding Allocation: \$141,371.45, 51% of the total CDBG budget

• Administration/Fair Housing: Per HUD regulations, 20 percent of the City's FY 2022-23 entitlement funds may be used for program administration. However, the City is required to develop a fair housing program to help prevent, reduce, and/or eliminate housing discrimination and address barriers to equal housing choice based on race, gender, religion, disability, or age. City staff would like to contract with the Housing Rights Center to handle housing discrimination complaints filed by Redondo Beach residents to meet HUD's fair housing requirements. In addition, City staff would like to continue to contract with an outside consultant for administrative services to coordinate CDBG projects and reporting.

Funding Allocation: \$55,806.60, 20% of the total CDBG budget

- Public Service Agency Funding: Per HUD regulations, 15 percent of the City's FY 2022-23 entitlement funds may be used for public service agency programs ranging from family counseling, senior lunch programs, independent living skills training, and dental programs. An RFP for these services was issued on January 18, 2022, and proposals were reviewed during the development of the FY 2022-23 Action Plan. City staff propose the following public service organizations for funding:
 - o 1736 Family Crisis Center provides counseling, support, and referral services to women and youth who are victims of domestic violence. (Proposed Funding: \$10,466.95)
 - o Redondo Beach Salvation Army provides hot meals to elderly and disabled residents in Redondo Beach. (Proposed Funding: \$8.370.00)
 - o Venice Family Clinic, formerly known as South Bay Family Healthcare Center, provides therapy, parenting, crisis interventions, domestic violence counseling, substance use

therapy, and Medication-Assisted Treatment to individuals coping with impact trauma to eligible residents in Redondo Beach. (Proposed Funding: \$8,370.00)

- St. Paul's United Methodist Church Project: NEEDS provides hot meals and a food pantry to people experiencing homelessness and food stress. (Proposed Funding: \$8,370.00)
- Disability Community Resource Center supports seniors and people with disabilities to maintain self-directed and community-based independent lives. (Proposed Funding: \$6,278.00)

Total Funding Allocation: \$41,854.95, 15% of the total CDBG budget

• Home Improvement Program (Mobility Access/Emergency Repair Program): The Mobility Access/Emergency Repair Program provides mobility access and emergency repairs to low-and moderate-income and disabled Redondo Beach homeowners. Eligible repairs include the installation of access ramps and handle grabs to support disabled homeowners and to correct certain health and safety hazards in the home. Allowable fixtures include electricity, plumbing, heating, and replacement of hot water heaters. Funds for this program will assist approximately 10 households.

Funding Allocation: \$40,000, 14% of the total CDBG budget

The Annual Action Plan has been developed according to the following schedule:

• City Council Public Hearing April 12, 2022

Review of Public Service Proposals
 April 2022

Provide Consolidated Plan/Annual Action Plan

for 30-day comment period April 13 to May 13, 2022

Present Annual Action Plan for

City Council approval
 Submit Final Action Plan to HUD
 July 12, 2022

COORDINATION

Development of the FY 2022-23 Action Plan has been coordinated between the Community Services and Financial Services Departments and the City's CDBG consultant.

FISCAL IMPACT

There is no fiscal impact in the development and implementation of the FY 2022-23 Annual Action Plan as it is part of the Community Services and Financial Services Departments' annual work programs. All program and administration costs will be funded through CDBG funds received from

the U.S. Department of Housing and Urban Development.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- 1. 2022-2023 CDBG Action Plan
- 2. Notice of Public Hearing
- 3. Power Point Presentation



Administrative Report

L.1., File # 22-4344 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER PUBLIC SERVICE GRANT RECOMMENDATIONS AND ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022-2023 ANNUAL ACTION PLAN

PROCEDURES:

- a. Open Public Hearing and take testimony;
- b. Consider public service grant recommendations; and
- c. Adopt the 2022-2023 Annual Action Plan.

EXECUTIVE SUMMARY

As a recipient of Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD), the City of Redondo Beach is required to develop the one-year Action Plan and solicit input from residents as well as other interested organizations on housing and community development needs in the City. This report reflects the City's needs identified in the 2020-2025 Consolidated Plan and provides details on Fiscal Year (FY) 2022-2023 CDBG activities and funding allocations. The City will receive \$279,033 for FY 2022-23 in CDBG entitlement monies. These funds will support the Public Facilities and Improvements, Planning and Administration, Public Service Agencies, and the Housing Improvement Program efforts identified in the Action Plan.

BACKGROUND

The primary purpose of the CDBG Program, established under the Housing and Community Development Act of 1974, is to improve living conditions for low-income persons in the community. Since 1986, the first year the City received CDBG funds, the City has received CDBG entitlement funds totaling over \$16 million for a variety of projects and programs including housing rehabilitation; commercial rehabilitation; renovation of teen, community and senior centers; park improvements; and local public service agency funding.

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the U.S. Department of Housing and Urban Development.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

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- 2. Notice of Public Hearing
- 3. Power Point Presentation

CITY OF REDONDO BEACH

ANNUAL ACTION PLAN

City of Redondo Beach Community Services Department 1922 Artesia Boulevard Redondo Beach, CA 90278 (310) 318-0610

Fiscal Year 2022-2023

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Redondo Beach (City) is an entitlement jurisdiction and receives federal funds from the U.S. Department of Housing and Urban Development (HUD) for housing and community development programs. The City is required to prepare and submit a five-year Consolidated Plan (ConPlan) in order to receive and implement federal grants. The ConPlan identifies Redondo Beach's goals, priorities, and strategies through an in-depth analysis of the housing market, demographics, and community outreach. The Annual Action Plan is submitted every year to stipulate how funds will be allocated to specific programming with expected outcomes in relation to the ConPlan.

For this year, the City of Redondo Beach will receive \$279,033 in Community Development Block Grant (CDBG) funds. The Community Service Department of City of Redondo Beach is the responsible lead agency will and prepare all HUD-required reports. The FY 22-23 Action Plan is the third of five program years covered by the City's 2020-2025 ConPlan. This Action Plan will cover the period beginning July 1, 2022 and ending on June 30, 2023. Lastly, the City has prepared this report to ensure all programs meet the outlined goals identified in the ConPlan.

2. Summarize the objectives and outcomes identified in the Plan

Per HUD regulations at 24 Code of Federal Regulations (CFR) 91.215, the City has organized its priority needs by affordable housing, homelessness, and non-housing community development. Priority was determined through data collection and analysis, specifically through the Needs Assessment and Market Analysis. In addition, the City gained community input through stakeholder interviews and community meetings to accurately assess the needs of Redondo Beach. Based on these components, the City has identified the following ConPlan goals:

- Support the Development of Decent Housing;
- Expand Affordable Housing Opportunities;
- Create Sustainable Neighborhoods;
- Provide Vital Public Services;
- Create Economic Opportunities; and
- Planning and Administration.

A summary of some of the findings used to determine priority needs include:

- Approximately 87 percent of extremely low- and very low-income renter households were overpaying for housing.
- 72 percent of extremely low- and very low-income owner households were overpaying for housing.
- 63.5 percent of Redondo Beach households experienced cost burden (spend more than 30% of income on housing costs).
- Approximately 36 percent of households are at or below 80 percent of Area Median Income (AMI) and considered "low-income" per HUD regulations.
- Public participation identified infrastructure and public facilities as a high priority need, which includes infrastructure improvements for streets; sidewalks and ADA accessibility; public facilities improvements for senior and youth centers; and parks and recreation facilities.
- Public participation identified support to public service programs for low-income individuals and special needs populations, which includes youth, seniors, and individuals with disabilities as a high priority need.

For the five-year period, the City expects to receive approximately \$1,400,000 in CDBG funds. The City has and will continue to utilize CDBG funds for public service activities, public facilities and improvements, affordable housing activities, and planning and administration costs. The City aims to provide and maintain livable environments, decent housing, and economic opportunities for low- and moderate-income individuals as set forth in HUD regulations.

3. Evaluation of past performance

Every year, the City prepares the Consolidated Annual Performance and Evaluation Report (CAPER), which outlines how the City met the needs and objectives outlined in the prior year's Annual Action Plan. The City's most recent FY 2020-2021 CAPER reports on the second year of the five-year ConPlan. Similar to other entitlement jurisdictions, the City was faced with the challenge of providing quality service due to the spread of the Coronavirus 2019 (COVID-19) pandemic and Executive Order N-29-20. However, the City prides itself of implementing creative methods and working collaboratively with other agencies to achieve the following accomplishments:

- Provided assistance to 459 households through the Section 8 Housing Choice Voucher Program.
- Assisted 175 low- to moderate-income seniors by delivering hot meals.
- Assisted 120 individuals experiencing homelessness through hot meals and food pantry.
- Assisted in providing equal access to housing to 109 households and/or individuals.

- Assisted 69 victims of domestic violence and their children who may be in jeopardy of becoming homeless.
- Assisted 40 families with children experiencing homelessness to provide shelters, meals, basic necessities, and eviction prevention.
- Assisted 19 businesses through COVID-19 Reimbursement Grant Program to provide financial assistance for purchases directly related to the pandemic.
- Assisted 14 households under the Mobility Access and Emergency Repair Program.
- Provided temporary shelters and housing coordinators to 15 individuals experiencing homelessness through the Pallet Shelter Program.
- Assisted 12 individuals through dental serves for individuals experiencing homelessness, and low-to-moderate individuals, youth, and families.
- Assisted 5 families experiencing homelessness through temporary housing administered by Swami International.
- Assisted 6 individuals to seniors and individuals with disabilities to promote capability for independent living.

Despite the COVID-19 pandemic, the City overcame challenges to achieve the objectives established in the ConPlan and one-year Action Plan. The City will continue their partnership with existing organizations as well as seek out new collaborations to provide quality serves to Redondo Beach residents and be in compliance with HUD regulations.

4. Summary of Citizen Participation Process and consultation process

Citizens of Redondo Beach, local organizations, and regional organizations were encouraged to participate during the Annual Action Plan review process. Opportunities to comment include ability to mail-in or drop-off written comments to 415 Diamond Street, Redondo Beach, CA 90277 or to provide virtual comments to CityClerk@redondo.org.

A public hearing with the City Council was held on April 12, 2022, to inform the City Council on the Annual Action Plan process and to solicit public comments prior to the kickoff of the 30-day review period for public comments on the draft plan. The Draft Action Plan was made available for a 30-day public comment period from April 13, 2022 until May 13, 2022. The City Council held a second meeting for public hearing on June 21, 2022 to hear public comments and adopt the Action Plan.

Both hearings and the start of the 30-day comment period for the Draft Action Plan were publicly noticed.

5. Summary of public comments

Public comments received will be incorporated into the final Annual Action Plan. No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

The City's overall objective for the federally funded program is to provide fair and decent housing, provide a livable environment, and expand economic and community development opportunities for low- and moderate-income residents. The City adopted the 2020-2025 ConPlan goals and strategies to ensure all of the Community Development Block Grant (CDBG) funded programs are in compliance with HUD regulations and serve the identified populations.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency	
CDBG Administrator	REDONDO BEACH	Community Services	
		Department	

Table 1 - Responsible Agencies

Consolidated Plan Public Contact Information

The Community Services Department is responsible for overseeing the administration of the City's CDBG program, including administration of the grant, preparation of required reports, and implementation of grant-funded programs. The Community Services Director and Senior Management Analyst in the Community Services Department oversees the day-to-day administration of the CDBG program. Additionally, a consultant is under contract with the City to assist with program administration and implementation.

Consolidated Plan Public Contact Information

Consolidated Plan Public Contact Information
City of Redondo Beach Community Services Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Cameron Harding, Community Services Director
(310) 318-0610
Cameron.Harding@redondo.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In preparation of the Annual Action Plan, the City has consulted with a variety of public service agencies, including local and regional based organizations, to solicit input and participation. The City also consulted with the Los Angeles County Continuum of Care, Los Angeles County Department of Public Health's Childhood Lead Poisoning Prevention Program, and Redondo Beach Housing Authority. The City aimed to gather data and public participation to provide opportunities for coordination to improve communication and access to services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I))

Although the City of Redondo Beach operate independently within the County of Los Angeles, the City will continue to enhance coordination between housing providers and the County of Los Angeles' departments. The City will fund public service agencies, such as 1736 Family Crisis and Housing Rights Center, who participate in a large network of social and health services in the County. The City also coordinates local efforts, such as the Homeless County Survey administered by City Net, to accurately access the direct needs of the community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Redondo Beach is a participant in the Los Angeles Homeless Services Authority (LAHSA) Continuum of Care. The City is served by Service Planning Area 8 (SPA 8) located in the South Bay. SPA 8 comprises 18 cities, including Redondo Beach, and five unincorporated areas. During the consultation process and public solicitation, it became clear that the needs of homeless persons in the City and the surrounding areas are served through a network of agencies and service providers including LAHSA, the City, the Redondo Beach Police Department, the school districts in the area, and social service agencies. During program year 2022-2023, the City will allocate funds to organizations, such as 1736 Family Crisis Center, to provide a range of services directly to assist individuals and families experiencing homelessness in Redondo Beach.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not receive ESG funds and does not submit any ESG-related reports to HUD.

However, the Los Angeles Housing Services Authority (LAHSA) receives ESG funding and administers the funds throughout Los Angeles County. Homeless Management Information System (HMIS) is used by the Continuum of Care and the public service agencies funded by the City of Redondo Beach to collect client-level data on the provision of housing and services to individuals and families at-risk or experiencing homelessness. The data collected will be used to conduct Needs Analysis and to establish funding priorities directly related to the City.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Los Angeles Housing Services Authority (LAHSA)
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
2	Agency/Group/Organization	City of Redondo Beach
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
	Agency/Group/Organization	City Net

3	Agency/Group/Organization Type	Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
		Homeless Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
4	Agency/Group/Organization	Harbor Interfaith Services
	Agency/Group/Organization Type	Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
5	Agency/Group/Organization	Exodus Recovery
	Agency/Group/Organization Type	Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All agencies and organizations were consulted through City outreach efforts.
6	Agency/Group/Organization	Existing Public Service Agencies
	Agency/Group/Organization Type	Non-profit agencies
	What section of the Plan was addressed by Consultation?	Homeless, Non- Homeless Special needs, Public facilities, Public Services

Briefly describe how the	All agencies and
Agency/Group/Organization was consulted. What	organizations were
are the anticipated outcomes of the consultation	consulted through City
or areas for improved coordination?	outreach efforts.

Table 2 – Agencies, groups, organizations who participated

The City of Redondo Beach solicited applications for the FY 2022-2023 Request for Funding for Public Services Agencies on January 13, 2022. Applications were accepted until February 17, 2022. During this period, the City received applications from the following public service agencies:

- 1. 1736 Family Crisis Center
- 2. Disability Community Resource Center Independent Living Services (ILS) Program
- 3. Housing Rights Center Fair Housing Services
- 4. Redondo Beach Salvation Army The Salvation Army Meals
- 5. Venice Family Clinic (formerly South Bay Family Health Care Center) Behavioral Health Program
- 6. St. Paul's Methodist Church Project: NEEDS

From this list of social service agencies, the City determined all applicant's programs were directly aligned with the priorities of the City and community and designated funding for each.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were intentionally left out of the consultation process. To the best of its ability, the City has been in contact with all known agencies and organizations involved in activities that are relevant to CDBG activities and programs.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of	Los Angeles Homeless	Both address issues pertaining to
Care	Services Authority	homelessness and special needs housing.
Housing Element	City of Redondo Beach	Both include the goal of fostering affordable
Tiousing Liement	City of Nedorido Beach	housing.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation - 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal setting

The City of Redondo Beach provided ample opportunities for participation and public commenting throughout the Action Plan process. A public hearing was held before the City Council on April 12, 2022, to solicit public input on the Annual Action Plan process and community needs. A 30-day public review of the Action Plan was conducted from April 13, 2022 through May 13, 2022. During the comment period, the Draft Annual Action Plan was available for review on the City's Website at www.redondo.org. A final City Council public hearing was held on June 21, 2022, for the adoption of the Annual Action Plan.

The City published notice of the public hearings and the start of the 30-day comment period in its official newspaper. Additionally, each notice was posted in the Redondo Beach Housing Authority Office, the Redondo Beach Senior Services Department, and the North Branch Library. The hearings are also advertised on the local public access channel.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments r eceived	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non- targeted/ broad communit y	The Redondo Beach City Council met on April 12, 2022 to review funding recommendations from the City Staff.	No comments were received.	All comments accepted.	
2	Newspap er Ad	Non- targeted/ broad communit y	Notice of Public Hearing and Public Comment Period on the Draft Action Plan was published in the Easy Reader and Redondo Beach News	No comments were received.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments r eceived	Summary of comments not accepted and reasons	URL (If applicable
3	Website	Nontarget ed/broad communit y	Draft Action Plan was posted at www.redondo.org on April 13, 2022.	No comments were received.	All comments were accepted.	
4	Public Hearing	Nontarget ed/broad communit y	The Redondo Beach City Council met on May 10, 2022 to review and adopt the FY22-23 Annual Action Plan.	No comments were received.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Redondo Beach, like many other jurisdictions, is faced with the challenging task of meeting increasing needs with fluctuating and/or decreasing federal and state resources. The City will receive a total of \$279,033 in CDBG funds. This is a great decrease from the previous allocations. However, the City will continue to provide direct services to Redondo Beach residents while leveraging other funding sources to ensure the completion of each project.

Anticipated Resources

Program	Source	Uses of	Exped	ted Amount	Available Ye	ar 1	Expected	Narrative
	of Funds	Funds	Annual Allocation: \$	Program Income: \$	Prior Year Resource: \$	Total: \$	Amount Available Remainder of ConPlan \$	Description
CDBG	public - federal	Admin and Planning Economic Development Housing Public Improvements Public Services	279,033	0	30,000	309,033	752,054	Based on HUD 2022-2023 allocation and projection through the Consolidated Plan period

Table 5 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

Entitlement Funds

The City will receive \$279,033 in CDBG funds. The City will utilize CDBG funds as well as local funds to maximize the reach and impact of the City's CDBG-funded programs. The City does not receive HOME, ESG, or HOPWA funds and does not report on these grants. The City will not be obligated to meet HUD's matching requirements.

State Funds

The City does not expect to receive any funds from the State of California that will be used to directly leverage CDBG-related programming.

The City will continue to look for creative methods to find other sources of funding from local, state, federal, and private to develop and deliver quality and cost-effective projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

The City does not own any land that could be used to address the needs identified within this plan.



Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort	Goal Name	Start	End	Category	Geographic	Needs	Funding	Goal Outcome
Order		Year	Year		Area	Addressed		Indicator
1	Homeless Housing and	2022	2023	Homeless	Citywide	Homeless Housing	CDBG:	Homelessness
	Supportive Services					and Supportive	\$18,836.95	Prevention: 295
						Services		Persons Assisted
2	Preserve and Improve	2022	2023	Affordable Housing	Citywide	Preserve and	CDBG:	Homeowner Housing
	Existing Housing Stock					Improve	\$40,000	Rehabilitated: 6
						Affordable		Household Housing
						Housing Stock		Unit
3	Public	2022	2023	Non-Housing	Citywide	Public	CDBG:	Public Facility or
	Improvements/Facilitie			Community		Improvement/Fac	\$141,371.45	Infrastructure
	s for Low/Mod Incomes			Development		ilities for		Activities other than
						Low/Mod Persons		Low/Moderate
								Income Housing
4	Assist Seniors and	2022	2023	Non-Housing	Citywide	Assist Seniors and	CDBG:	Public service
	Persons with Special			Community		Persons with	\$23,018	activities other than
	Needs			Development		Special Needs		Low/Moderate
						Health & Dental		Income Housing
						Services for Low /		Benefit: 123 Persons
						Mod Families		Assisted
5	Equal Access to Housing	2022	2023	Fair Housing	Citywide	Equal Access to	CDBG:	Fair Housing
						Housing	\$20,000	Activities. Other: 130
								Households Assisted



Table 2 – Goals Summary

Goal Descriptions

1	Goal Name Homeless Housing and Supportive Services		
	Goal Description	Suitable Living Environment – homeless housing and supportive services	
2	Goal Name Preserve and Improve Existing Housing Stock		
	Goal Description	Decent Housing – preserve & improve existing housing stock	
3	Goal Name	Public Improvements/Facilities for Low/Mod Incomes	
	Goal Description	Suitable Living Environment – public improvements and public facilities to benefit low-mod persons	
4	Goal Name	oal Name Assist Seniors and Persons with Special Needs	
	Goal Description	al Description Public Service – expand economic resources to benefit seniors and special needs persons	
5	Goal Name	Equal Access to Housing	
	Goal Description	Housing Opportunity – promote fair and equal housing opportunity	

Table 3 – Goals Summary



Projects

AP-35 Projects – 91.220(d)

Introduction

In FY 2022-2023, the City will use Federal funds to address its priority housing and community development needs by undertaking the activities listed below. These activities are consistent with the needs identified in the Consolidated Plan and are further described, including a brief description and proposed funding in the Project Summary table.

#	Project Name
1	Housing Improvement Program (Mobility Access & Emergency Repairs)
2	Public Improvements
3	Planning and Administration
4	1736 Family Crisis Center
	Disability Community Resource Center – Independent Living Services
5	(ILS) Program
6	Housing Rights Center
7	Redondo Beach Salvation Army – The Salvation Army Meals
8	Venice Family Clinic – Behavioral Health Program
9	St. Paul's Methodist Church – Project: NEEDS

Table 4 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has allocated CDBG funds that will benefit the special needs populations as they are more likely to become homeless due to limited incomes and other issues that require housing and supportive services. Therefore, the City considers supportive services and housing as a high priority and have allocated funds to reflect the direct priorities and needs of Redondo Beach residents.



AP-38 Project Summary

Project	Project Name	Housing Improvement Program
Summary	Target Area	Citywide
Information	Goals Supported	Preserve and Improve Existing Housing Stock
1	Needs Addressed	Preserve and Improve Affordable Housing Stock
	Funding	CDBG: \$40,000
	Description	Provide grants to homeowners for mobility access and
	Description	emergency repairs
	Target Date	6/30/2023
	Estimate the number	6 families
	and type of families	
	that will benefit from the proposed	
	activities	
	Location Description	Homes of income eligible applicant's citywide.
	Planned Activities	Provide grants to homeowners for mobility access and
		emergency repairs
2	Project Name	Public Improvements
2	Project Name Target Area	Public Improvements CDBG eligible Census Tract and Block Group
2		•
2	Target Area	CDBG eligible Census Tract and Block Group
2	Target Area Goals Supported	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes
2	Target Area Goals Supported Needs Addressed	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons
2	Target Area Goals Supported Needs Addressed Funding	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45
2	Target Area Goals Supported Needs Addressed Funding Description	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps
2	Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps 6/30/2023
2	Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families that will benefit from	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps 6/30/2023
2	Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps 6/30/2023
2	Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families that will benefit from the proposed	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps 6/30/2023
2	Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families that will benefit from the proposed activities	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps 6/30/2023 1 public improvement
3	Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families that will benefit from the proposed activities Location Description	CDBG eligible Census Tract and Block Group Public Improvements/Facilities for Low/Mod Incomes Public Improvement/Facilities for Low/Mod Persons CDBG: \$141,371.45 Install new ADA accessibility ramps 6/30/2023 1 public improvement Eligible Census Tract and Block Group



	T	
	Goals Supported	Planning and administration
	Needs Addressed	Planning and administration
	Funding	CDBG: \$35,806.60
	Description	Administration of CDBG Program
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	1922 Artesia Blvd. Redondo Beach, CA 90278
	Planned Activities	Administration of CDBG Programs
4	Project Name	1736 Family Crisis Center
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Homeless Housing and Supportive Services
	Funding	CDBG: \$10,466.95
	Description	Provide counseling for Redondo Beach households who may be in jeopardy of becoming homeless due to domestic violence.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	95 households
	Location Description	2116 Arlington Ave. Suite 200 Los Angeles, CA 90018
	Planned Activities	Provide counseling for Redondo Beach residents who may be in jeopardy of becoming homeless due to domestic violence.
5	Project Name	Disability Community Resource Center – Independent Living Skills Program
	Target Area	Citywide
	Goals Supported	Provide vital public services
		City of Rodondo Roach

City of Redondo Beach 2022-2023 Annual Action Plan



	1	
	Needs Addressed	Assist Seniors and Persons with Special Needs
		Equal access to housing
	Funding	CDBG: \$6,278
	Description	Training and support for senior citizens and disabled individuals to promote capability for independent living.
Target Date		6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	18 senior citizens and individuals with disabilities
	Location Description	12901 Venice Blvd. Los Angeles CA 90066
	Planned Activities	Provide training and support to low-income senior citizens and disabled community members to promote capability for independent living
6 Project Name Housing Rights Center		Housing Rights Center
	Target Area	Citywide
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Equal access to housing
	Funding	CDBG: \$20,000
	Description	Tenant-landlord counseling and investigation of discriminatory housing complaints
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	130 households
	activities	
	Location Description	3255 Wilshire Blvd. Los Angeles, CA 90016
		3255 Wilshire Blvd. Los Angeles, CA 90016 Provide Fair Housing Services to the City
7	Location Description	
7	Location Description Planned Activities	Provide Fair Housing Services to the City



	Needs Addressed	Assist special needs residents
	Funding	CDBG: \$8,370
	Description	Provide home delivered meals to seniors
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	55 seniors
	Location Description	125 W. Beryl St., Redondo Beach, CA 90277
	Planned Activities	Provide home delivered meals to seniors
8	Project Name	Venice Family Clinic – Behavioral Health Program
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Health & Dental Services for LMI youth and families
	Funding	CDBG: \$8,370
	Description	Assists individuals cope with impact trauma and stress on health or well-being. Services include therapy, parenting, crisis interventions, safety planning and domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	50 individuals
	Location Description	23430 Hawthorne Blvd., Torrance, CA 90505
	Planned Activities	Dental Services for homeless, low to moderate individuals, youth, and families
9	Project Name	St. Paul's Methodist Church – Project: NEEDS
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Homeless Housing and Supportive Services
City of Redondo Reach		

City of Redondo Beach 2022-2023 Annual Action Plan



Funding	CDBG: \$8,370
Description	Provides two programs to assist homeless: 1) Tuesday meals 2) Food Pantry
Target Date	6/30/2023
Estimate the number and type of families that will benefit from the proposed activities	200 individuals experiencing homelessness
Location Description	2600 Nelson Redondo Beach CA 90278
Planned Activities	Provide two programs to assist homeless: 1) Tuesday meals 2) Food Pantry



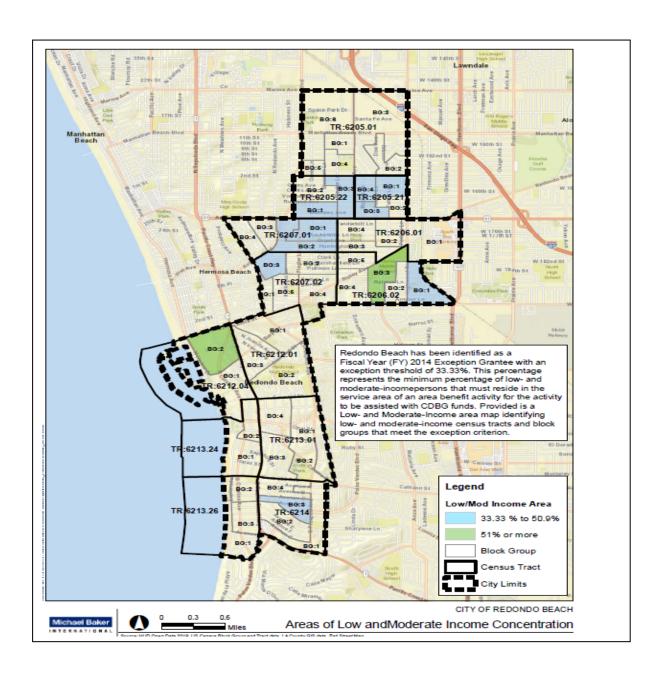
AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HUD allows an exception to the Low-Mod Income (LMI) area benefit requirement in the case an area contains 51 percent of low- and moderate-income residents. This exception applies to entitlement jurisdictions with areas that contain 51 percent or more of low- and moderate-income residents.

Beginning 2014, the City of Redondo Beach was identified as an Exception Grantee. During the first year of the 2020-2025 Consolidated Plan, the City identified the exception threshold of 33.33 percent. This percentage identifies the minimum percentage of low- and moderate-income residents must reside in the serviced area and have an area-benefited activity with CDBG funds. The City has included the respective LMI map representing the areas where LMI area benefit where the exception is located.







Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Although the City of Redondo Beach meets the LMI area benefit requirement, the City does not plan to target select neighborhoods or geographic areas for specific CDBG programming. The City will allocate CDBG resources citywide and have programs made available to all eligible Redondo Beach residents.

Discussion

The City will focus its services and public improvements across the City as a whole. The City have prioritized the use of CDBG funding for housing and community development resources to organizations that provide services specifically to the special needs population. The allocations are also reflective of the needs and priorities established in the 2020-2025 Consolidated Plan. CDBG programs will be available to eligible Redondo Beach residents throughout city boundaries.



Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Redondo Beach faces similar barriers to affordable housing as the surrounding jurisdictions are faced with in Los Angeles County. According to the City's adopted Analysis of Fair Housing Choice (AI), the high priorities to affordable housing are listed below but are not listed by priority:

- Support non-discriminatory lending practices;
- Preserve existing housing stock;
- Support the prevention of housing discrimination;
- Support homeownership;
- Update land use policies and practices to facilitate development of affordable housing;
- Support the development of affordable housing; and
- Improve collaboration with regional organizations and agencies.

During FY 2022-2023 the City will address affordable housing with the following goals to implement the findings from the AI:

One Year Goals for the Number of Households to be Supported		
Homeless	820	
Non-Homeless	148	
Special-Needs	68	
Total	1,036	

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	550
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	556

Table 7 - One Year Goals for Affordable Housing by Support Type



Discussion

The City aims to assist 820 households experiencing homelessness through the efforts of the Housing Authority and 1736 Family Crisis Center. For non-homeless households, the City aims to assist 148 through public service agencies, such as Housing Rights Center, not related to homeless or special needs services. For special needs, the City aims to assist 68 households through the efforts of Disability Community Resource Center and Venice Family Clinic. In total, the City will assist 1,036 households by the end of FY 2022-2023.

Specifically, by assistance type, the City aims to assist 550 households through the Housing Authority by providing Rental Assistance. For Rehab of Existing Units, the City aims to assist 6 households through the Mobility Access/Emergency Repair Program. In total, the City will assist 556 households by the end of FY 2022-2023. The City will not produce new housing units or acquire existing units in Redondo Beach.



AP-60 Public Housing – 91.220(h)

Introduction

The City of Redondo Beach does not own or manage public housing units.

Actions planned during the next year to address the needs to public housing

N/A

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Although the City of Redondo Beach does not own or manage public housing units, the City collaborates with the Redondo Beach Housing Authority (Housing Authority) to provide affordable housing to residents. The Housing Authority offers the Family Self-Sufficiency Program (FSS) to assist residents toward greater independence and homeownership opportunities. The FSS Program encourages and assists clients in increasing their earned income, which increases their ability to become economically self-sufficient. The FSS Program also provides job training and searching assistance, financial counseling, credit repair, and one-on-one or group support. The main incentive offered to all clients is the ability to build savings during participation in FSS program. Participants also have various personal incentives for involvement, including structured goal planning, greater opportunity to increase their standard of living, an enhanced support system and increased self-esteem.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is in good standing and not designated as a troubled agency.



AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As identified in the 2020-2025 Consolidated Plan, the City recognizes the need to address homelessness and near homeless by collaborating and working closely with the Continuum of Care (CoC). Services needed include immediate shelter, transitional housing, support services, and employment opportunities to break the cycle of homelessness. While the City conducts their own efforts, the City understands the importance of collaboration with its non-profit partners to ensure all individuals experiencing homelessness are accounted for and their needs are met.

Thus, the Homeless Task Force was created in 2014 to respond to the increasing homeless population. This task force successfully identified and analyzed the needs of individuals and families experiencing homelessness in Redondo Beach. In 2019, City Council approved the Five-Year Plan developed through the Homeless Task Force to address homelessness. The Plan identified the following goals:

- 1. Continue to develop and strengthen City's response to homelessness while ensuring community safety.
 - a. Ongoing service provider agreements
 - b. Enhanced Response Pilot
 - c. Dedicated City resources
- 2. Expand community education efforts around homelessness and raise awareness about available resources and best practices.
 - a. Homeless information section on City website (Housing Division)
 - b. Active coordination with residents and stakeholders
 - c. Upcoming community meetings for coordinated Beach Cities grant
 - d. Monitor status of Martin vs. City of Boise case for impact to local cities
- 3. Improve and expand local and regional homeless services.
 - a. Expanded Dept. of Mental Health services
 - b. Coordination with regional cities, South Bay Cities Council of Governments (SBCCOG) and LA County Homeless Initiative
- 4. To prevent homelessness among Redondo Beach residents.
 - a. Lead training participant for LA County Homeless Count
 - b. Training community stakeholders to process people experiencing homelessness into the Coordinated Entry System
 - c. Providing education to older adult and senior populations regarding housing stress, financial management, fraud, etc.



- 5. Support appropriate local and regional opportunities toward increasing access to crisis and supportive housing, shelters, and affordable housing for at-risk populations in the Beach Cities area.
 - a. Monitoring State housing legislation
 - b. Monitoring efforts for regional housing opportunities for emergency shelters, transitional and permanent housing; support policy that permits regionally oriented shelter response.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

City Council has made policy that seeks to proactively address homelessness, including service partnerships with PATH, HIS and the Department of Mental Health. These organizations work in collaboration with City police and other City departments to provide outreach and services to the homeless. The first step of implementation is to better understand how to handle residents' complaints. The City identified three overarching categories of homeless:

- Individuals with chronic mental illness
- Individuals with drug additions
- Habitual offenders who experience homelessness committing small crimes

A pilot program began where City police directly works with PATH or HIS to review and direct homeless individuals attain the right services. The local court system also works with these organizations as part of sentencing procedures. A demographic survey is attached to the Five-Year Plan to Address Homelessness. Findings include:

- People experiencing homelessness in Redondo Beach are less likely to have been involved in the legal system (jail, prison, probation, etc.)
- Majority of people experiencing homelessness in Redondo Beach have pets.
- Higher than average number of people experiencing homelessness in Redondo Beach are veterans.
- People experiencing homelessness in Redondo Beach are somewhat older than those in the identified by the Continuum of Care.
- People experiencing homelessness in Redondo Beach are much more likely to self-identify as Caucasian.
- The primary gender of individuals experiencing homelessness is 84 percent male.



Every year, the Los Angeles CoC coordinates the Greater Los Angeles Homeless Count, a homeless count, as well as a Shelter/Housing Inventory Count (HIC). The HIC is a Point-In-Time (PIT) inventory of service projects and a record of utilization of services. HIC records how many beds and units are dedicated to serving people experiencing homelessness or people who have experienced homelessness and are now in permanent housing. This year's count was conducted on February 23, 2022. The PIT was delayed in order to limit COVID-19 exposure and transmission. However, the City anticipates the increasing need for services for individuals experiencing homelessness and continue to fund programs specifically for those in need. Due to continuous delays in light of COVID-19, the PIT numbers will be available in late Summer 2022.

The City partnered with Harbor Interfaith Services to provide shelter to individuals experiencing homelessness through the Pallet Shelter Program. Through the Program's success, the City will be accessing the need as well as available funds to determine the length of the Program.

The City will continue to recommend individuals experiencing homelessness to utilize LA-HOP, an online tool used to identify what appropriate services are needed. Through LA-HOP, an outreach coordinator is assigned to act as an agent and contact the appropriate team for the requested services. The goal of LA-HOP is to reduce response times for those in need.

Additionally, the City will continue their partnership with PATH, Harbor Interfaith Services, City Police Department, City Planning Department, and the Department of Mental Health to continue providing outreach and services to those experiencing homelessness.

For 2022-2023, the City will allocate CDBG funds to the following agencies located in SPA 8 to address homelessness: 1736 Family Crisis Center to provide emergency and transitional shelter, counseling, support, and referral services to victims of domestic violence; and St. Paul's United Methodist Church Project NEEDS program.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City aims to provide a variety of homeless housing facilities to assist the different needs for individuals experiencing homelessness. Efforts include:

Emergency Shelter

608 beds serving individuals and families with children

Transitional Housing



605 beds serving individuals and families with children <u>Safe Haven</u>

50 beds serving single men and women 18 years and over

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Provided below is a summary of programs in the area that serve chronically homeless individuals, families with children, veterans and their families, and unaccompanied youth to transition to permanent housing and independent living.

<u>Community Services Program</u> – The Beach Cities Health District provides case management and direction by a team of social workers to seniors in the South Bay beach cities.

<u>South Bay Coalition to End Homelessness</u> - The lead homelessness collaborative in the Los Angeles CoC, located in SPA 8, provides referral and guides to and extensive range of homeless and related service programs in the area.

<u>Coordinated Entry System</u> (CES) – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates county and federal resources from agencies such as the Department of Mental Health, the Department of Health Services, housing authorities, and the Department of Veterans Affairs.

<u>Homeless Family Solutions System</u> – This program is a network of family homeless service providers who address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

<u>First 5 LA Supportive Housing Program</u> (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some



with current or past involvement with the Department of Children and Family Services.

<u>Supportive Services for Veteran Families</u> (SSVF) — This program is a community-based, competitive grant program that rapidly re-houses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program's objective is to achieve housing stability through a short-term, focused intervention.

<u>HUD-VASH Vouchers</u> (VASH) — The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

<u>Unaccompanied Youth</u> – There are several programs to serve this target group, including 1736 Emergency Youth Shelter, Hathaway-Sycamore: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone: THP and Transitional Living.

<u>Moving Assistance</u> (MA) – The MA Program helps CalWORKs Welfare-to-Work (WtW) families who are homeless or at risk of becoming homeless due to a financial crisis resulting from circumstances out of the family's control.

<u>Emergency Assistance to Prevent Eviction</u> (EAPE) – The EAPE Program helps CalWORKS Welfare-to-Work (WtW) families who are behind in rent and/or utility bills due to a financial crisis which could lead to an eviction and homelessness.

<u>Homeless Assistance</u> (HA) – The CalWORKS HA Program provides Temporary HA and Permanent HA. Temporary HA provides temporary shelter payments to homeless families while they are looking for permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Los Angeles County Department of Mental Health acknowledges that housing provides a fundamental level of stability for people to achieve their goals of wellness, recovery, and eventual self-sufficiency. The County offers Project-Based Operational Subsidy funds for subsidies for unit-based permanent supportive housing, which includes youth-oriented programs to address the



long-term housing needs of persons with serious mental illness and emotional problems.

Discussion

The programs identified above to address the needs of homeless persons and subpopulations of homeless indicate that serving the homeless is a complex issue requiring a network of agencies, departments, and nonprofit community services agencies. The City has continued and will continue to network and collaborate with a variety of agencies that provide housing and supportive services.



AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Through the Analysis of Impediments to Fair Housing Choice (AI), the City identified one of the most significant barriers to affordable housing was the cost of housing. The availability of land as well as the cost of development greatly contribute to the high cost of housing in Redondo Beach. The City faced with the challenge to mitigate high construction costs without direct subsidies or grants by the State of California. Additionally, construction costs are directly related to development density. Because Redondo Beach is a coastal city, the cost and availability of vacant land is much higher and limited. Through market analysis, needs assessment, and public participation, the City identified the following priorities through the AI:

- Support non-discriminatory lending practices;
- Preserve existing housing stock;
- Support the prevention of housing discrimination;
- Support homeownership;
- Update land use policies and practices to facilitate development of affordable housing;
- Support the development of affordable housing; and
- Improve collaboration with regional organizations and agencies.

Additionally, the City collaborated with the Community Development Department to assist in the drafting the 2021-2029 Housing Element. The revised sixth cycle Housing Element was adopted by City Council and identified ways in which housing needs of existing and future resident populations can be met. The Housing Element also identified the following projects and sites to meet the State of California's Regional Housing Needs Allocation (RHNA):

- South Bay Gallery Project This redevelopment project has been entitled for the development of 300 units, including 30 very low-income units.
- Legado Mixed Use Project This mixed-use project consists of 115 units and 22,000 square feet of retail and restaurant space.
- Alcast Foundy This redevelopment project has been entitled for the development of 36 townhomes.
- Anticipated Accessory Dwelling Units (ADUs) There has been a steady increase in ADUs
 in the community. The City expects an average of 30 ADUs annually for the next eight
 years.
- Residential Recycling Vacant parcels or potential sites where existing uses were not residential have been identified to be "recycled" into higher densities. A total of 826



parcels met the criteria listed in the 2021-2029 Housing Element.

- Housing on Church Properties The City identified four churches along Broadway that
 can be used to provide affordable housing on site and receive parking relief to facilitate
 development.
- Mixed-Use Development The City identified nine underutilized properties that can be redeveloped for mixed-use development.
- Residential Overlay The City identified three areas for potential housing opportunities:
 North Tech District, 190th Street, and Industrial Flex South of Transit Center.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The 2021-2029 Housing Element identified strategies and programs that focus on:

- Conserving and improving existing affordable housing;
- Providing adequate housing sites;
- Assisting in the development of affordable housing;
- Removing governmental and other constraints to housing development; and
- Promoting equal housing opportunities.

To remove or ameliorate the negative effects of public policies, the City will review and adjust appropriate residential development standards, regulations, ordinances, department processing procedures, and residential fees related to the barriers to rehabilitation and construction of housing. Additionally, the City will be updating its Zoning Ordinance to implement the General Plan. The following ordinances will be updated:

- AB 1763,SB 1227, and AB 2345 (Density Bonus);
- SB 2, SB 745, and AB 2162 (Transitional and Supportive Housing);
- AB 139 (Emergency Shelters);
- AB 101 (Low Barrier Navigation Center); and
- SB 35 (Affordable Housing Streamlined Approval).

Lastly, the Zoning Ordinance will be reviewed and updated to include the following provisions and processes for Single Room Occupancy (SRO) Housing; Employee Housing; Reasonable Accommodation; Definition of Family; Parking Requirements; Unlicensed Group Homes; and



Conditional Use Permits.

Discussion:

Zoning ordinances have a direct effect on the availability and range of housing choices within a community. The City's Zoning ordinance establishes development regulations for new housing, which is comprised of minimum lot sizes, maximum dwelling units, setbacks, maximum building height, minimum parking requirements, lot coverage, and definitions of existing ordinances. Through the updated 2021-2029 Housing Element, the City identified potential Zoning Ordinances that may contribute to barriers to affordable housing. Thus, the City will utilize General Funds to implement the changes identified in the 2021-2029 Housing Element. This will be administered by the City's Community Development Department. Through the updated Housing Element, the City aims to meet the following goals:

- By end of 2022 Complete Zoning Ordinance amendments for Density Bonus;
 Transitional and Supportive Housing; Emergency Shelter; Low Barrier Navigation Center;
 Employee Housing; Reasonable Accommodation; and Definition of Family.
- By November 2023 Complete Zoning Ordinance amendments to implement the updated General Plan for Affordable Housing Streamlined Approval; Single Room Occupancy Housing; Parking Requirements; Unlicensed Group Homes; and Conditional Use Permit.

The City will annually review the Zoning Ordinance for compliance with State law, identify potential constraints and amend the Zoning Ordinance, as necessary. The City is obligated to address, and where possible, remove governmental constraints affecting the maintenance, improvement, and development of housing per State of California regulations. The City recognizes their obligations and will continue its efforts to remove constraints on housing developments by expediting construction and assist in lowering development costs.



AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing the underserved needs, expanding, and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

The City recognizes that special needs populations face challenges due to low-income and the special conditions that they face. Special needs populations are more likely to become homeless because of these factors. Special needs populations require housing and supportive services. Thus, the City considers supportive services and housing for special needs populations a high priority. In 2022-2023, the City will fund several public service agencies that aid with housing and supportive services.

The City intends to provide funding to 1736 Family Crisis Center, a social service agency that offers housing for victims of domestic violence and families experiencing homelessness, and Project: NEEDS who provides hot meals and a food pantry to individuals experiencing homelessness.

Additionally, the City intends to provide funding to Housing Rights Center, an agency that provides fair housing education and investigates discrimination complaints, and Disability Community Resource Center, a public service agency that provides independent living skills training in personal care and referrals for housing and additional services.

The City is excited to continue their collaboration with Venice Family Clinic, formerly known as South Bay Family Health Care Center, to provide new services through the Behavioral Health Program. This Program will assist individuals cope with impact trauma and stress on health and well-being. Services will include therapy, parenting, crisis interventions, safety planning, domestic violence counseling, referrals, substance use therapy, and Medication-Assisted Treatment.

Although CDBG funding will not be awarded to Family Promise, this agency uses local funding to support, on average, 40 individuals per month in the City. Their support focuses on homeless families with children, a service population that they believe is underserved. They have recently expanded their service to include a transitional housing program to assist these families. In addition to this service, they help the homeless population every day through shelters, meals,



necessities, eviction prevention, and after-care among others.

Actions planned to foster and maintain affordable housing

The City will continue to fund its Mobility Access/Emergency Repair Program as a strategy to maintain affordable housing. The City will also maintain rental assistance programs such as the Section 8 Housing Choice Vouchers, to prevent homelessness and monitor residential sites inventory to ensure no net loss in housing units.

Through the 2021-2029 Housing Element, the City aims to review and update its Zoning Ordinance to foster and maintain affordable housing. The City has established the following goals for FY 2022-2023:

- By end of 2022 Complete Zoning Ordinance amendments for Density Bonus;
 Transitional and Supportive Housing; Emergency Shelter; Low Barrier Navigation Center;
 Employee Housing; Reasonable Accommodation; and Definition of Family.
- By November 2023 Complete Zoning Ordinance amendments to implement the updated General Plan for Affordable Housing Streamlined Approval; Single Room Occupancy Housing; Parking Requirements; Unlicensed Group Homes; and Conditional Use Permit.

Actions planned to reduce lead-based paint hazards

Per 24 CFR 35 of HUD regulations, the City implements Lead-Safe Housing through its Mobility Access/Emergency Repair Program. The City has and will continue to take actions necessary to identify and reduce lead-based paint hazards in Redondo Beach homes. Before work is started for eligible MA/ER Program applicants, the age of the house will be reviewed to accurately assess the presence of lead-based paint. The City will contract certified Lead-Based Paint Inspectors and/or Risk Assessors to test for lead-based paint, to perform risk assessments on lead-based paint positive houses, and to remove and/or abate lead-based paint. The MA/ER Program provides grants up to \$5,000 for mobility access and emergency repairs, in which impacts of lead-based paint is minimal. However, City Staff ensures all lead-based paint program requirements are followed as the scope of work is determined.

Actions planned to reduce the number of poverty-level families

The Housing Authority will continue to operate its Family Self-Sufficiency program. This program will integrate the Section 8 Rental Assistance program with various service programs in the community. The Family Self-Sufficiency program will make services such as job training, childcare,

City of Redondo Beach 2022-2023 Annual Action Plan



and transportation available to new Section 8 voucher holders. The purpose of the program is to help participants become economically independent. The Family Self-Sufficiency program plans to serve 25 residents for FY 2022-2023.

Actions planned to develop institutional structure

Although the Community Services Department is responsible for direct oversight and administration of CDBG funds, the City understands the importance of collaboration to carry out housing and community development programs. The Community Services Department will work with the following departments and agencies during FY 2022-2023:

- Community Development Department;
- Public Works Department;
- Redondo Beach Housing Authority;
- Non-profit public service agencies; and
- Contractors.

Lastly, the City will review and implement changes to the Zoning Ordinance to develop institutional structure to promote the construction of affordable housing.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Redondo Beach benefits from its Staff as well as its network of housing and community development partners. The Los Angeles Homeless Services Authority, Los Angeles Continuum of Care, and Housing Authority are crucial in developing and implementing strategies to combat homelessness. The City also coordinates on a local level with its public service agencies to assess the needs of Redondo Beach residents and provide the specific services for the special needs population.

The City has also created the Five-Year Plan to Address Homelessness, which relies on the collaboration between the City and Social Service Networks to ultimately end homelessness in Redondo Beach.

Discussion:

The City of Redondo Beach looks forward to maintaining existing relationships and foster new partnerships to leverage federal funds received. The City has identified its goals and priorities for its community and have allocated federal funds to assist and serve its residents. Lastly, the City

City of Redondo Beach 2022-2023 Annual Action Plan



has made great strides in achieving the goals listed in the 2020-2025 Consolidated Plan and is excited to continue serve the Redondo Beach.



Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the	\$0
	start of the next program year and that has not yet been reprogrammed	ŞŪ
2.	The amount of proceeds from section 108 loan guarantees that will be used	
	during the year to address the priority needs and specific objectives identified	\$0
	in the grantee's strategic plan	
3.	The amount of surplus funds from urban renewal settlements	\$0
4.	The amount of any grant funds returned to the line of credit for which the	٠,
	planned use has not been included in a prior statement or plan.	\$0
5.	The amount of income from float-funded activities	\$0

Other CDBG Requirements

1.	The amount of urgent need activities	\$0
	The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70%



CITY OF REDONDO BEACH NOTICE OF PUBLIC HEARING BEFORE THE CITY FOR THE ADOPTION OF THE FISCAL 2022-2023 ANNUAL ACTION PLAN

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY COUNCIL OF THE CITY OF REDONDO BEACH ON THE FOLLOWING MATTER. ANY AND ALL INTERESTED PERSONS MAY APPEAR AND BE HEARD.

SUBJECT OF THE HEARING: To review, approve, and adopt the Annual Action Plan regarding the City's Community Development Block Grant (CDBG) for Fiscal Year 2022-2023.

The purpose of the hearing is for the City Council to review, approve, and adopt the proposed Fiscal Year 2022-2023 Annual Action Plan. The Annual Action Plan is a federally mandated document that includes goals and budgets for City housing and community development activities. The plan outlines the City's Fiscal Year 2022-2023 Community Development Block Grant (CDBG) projects and activities. Opportunities to comment include ability to mail-in or drop-off written comments to City Hall at 415 Diamond Street, Redondo Beach.

The CDBG Program provides federal funds for local improvement projects and programs. Activities assisted with CDBG funds must meet one of three national objectives: principally benefit low- and moderate-income persons; aid in the prevention or elimination of slums and blight; or meet other community development needs having a particular urgency. The City's CDBG allocation for the Fiscal Year 2022-2023 is \$279,033.

PUBLIC HEARING: The public hearing on this matter will take place before the City Council on Tuesday, June 21th, 2022 at 6:00 p.m., or as soon thereafter as possible, in the Redondo Beach City Council Chamber, 415 Diamond Street, Redondo Beach, California, or for public participation by Virtual Meeting. The meeting will also be livestreamed on the City's website at www.redondo.org/RBTV, YouTube at https://www.youtube.com/c/CityofRedondoBeachIT, and broadcast live through Spectrum Channel 8 and Frontier Communications Channel 41. Members of the public may participate during the meeting as outlined below.

PUBLIC COMMENT: There will be three options for public testimony during the meeting as outlined below:

- 1. In person oral testimony can be provided by attending the meeting in the City of Redondo Beach City Council Chamber at the address noted above.
- 2. Interested persons may submit a written eComment through the City's agenda webpage at https://redondo.legistar.com/Calendar.aspx. Specific instructions for eComment will be provided on the agenda cover page when it is released at least 72 hours prior to the meeting. eComments may be read out loud by City staff during the public hearing and are limited to 3 minutes in length (up to 2200 characters). Only one eComment per person.
- 3. Oral public testimony can be provided live by joining the virtual Zoom meeting by computer or phone-in. Registration is required. The registration link will be provided on the agenda coversheet when it is released at least 72 hours prior to the meeting.

A person may either comment live or submit an eComment but cannot do both.

For those that cannot participate during the public hearing, written comments for the City Council on this matter may be submitted by email to cityclerk@redondo.org. Written comments will be accepted up to 3:00 p.m. the day of the public hearing, June 21, to allow time for distribution to the City Council as a Blue Folder item.

ADDITIONAL INFORMATION: Questions related to this matter may be submitted by email to cityclerk@redondo.org. A staff member will provide assistance. To discuss the matter in person at the counter, an appointment is required and can be requested by sending an email to the address noted above.

The agenda packet with the administrative report and materials related to this matter will be available for review at least 72 hours prior to the meeting, pursuant to State Law and local ordinance, on the City of Redondo Beach website https://redondo.legistar.com/Calendar.aspx. Select the June 21, 2022 City Council meeting.

The draft amendments are also provided for review to the California Coastal Commission South Coast Area Office consistent with Title 14, Cal. Code Regs. Section 13515.

If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

City of Redondo Beach

Second Public Hearing
Community Development Block Grant (CDBG) Program
2022-2023 Annual Action Plan

City Council Meeting June 21, 2022

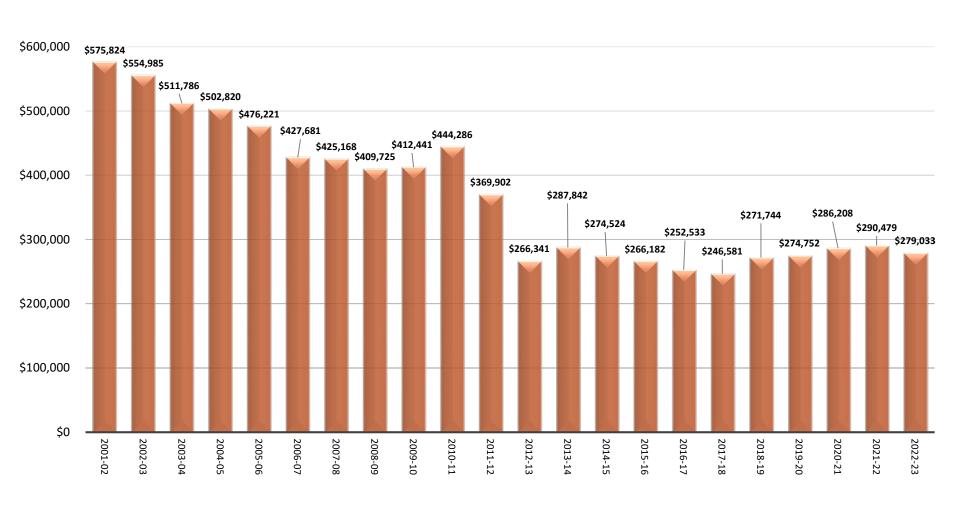
CDBG Program and Annual Action Plan

The City receives an annual allocation of CDBG entitlement funds for eligible housing and community development programs.

The City will receive \$279,033 in CDBG funds by the U.S. Department of Housing and Urban Development (HUD).

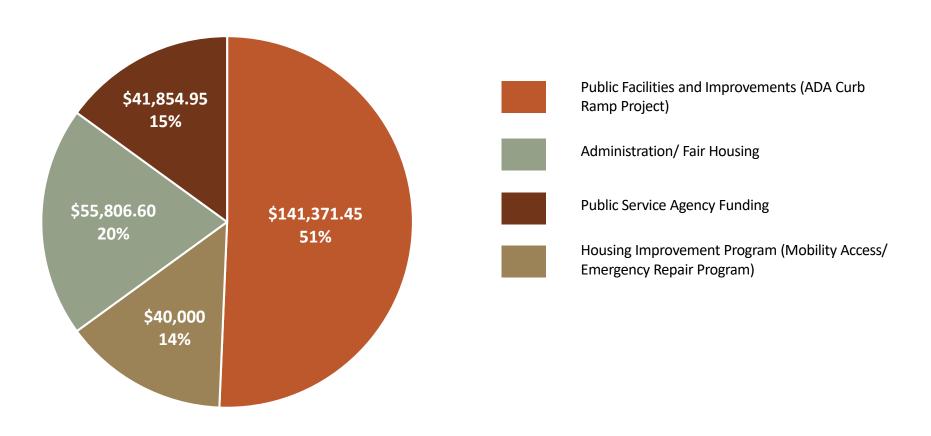
The Action Plan identifies the City's housing and community development needs, strategies, and goals to stipulate how CDBG funds will be allocated for FY 2022-2023.

City of Redondo Beach CDBG Funding FY 2001-02 – FY 2022-23



Proposed CDBG FY 2022-23 Budget

FY 2022-23 Total: \$279,033



Public Service Agencies and Proposed Funding

- 1736 Family Crisis Center (\$10,466.95) Provides counseling, support, and referral services to women and youth who are victims of domestic violence.
- Redondo Beach Salvation Army Meals on Wheels
 Program (\$8,370) Provides hot meals delivered to the residences of the elderly and disabled.
- Venice Family Clinic (\$8,370) Provides therapy, parenting, crisis interventions, domestic violence counseling, substance use therapy, and Medication-Assisted Treatment to individuals coping with impact trauma.
- St. Paul's United Methodist Church Project: NEEDS (\$8,370) - Provides meals to those individuals experiencing homelessness and food stress; coordinates with City Homeless Services for Coordinated Entry System (CES) processing.
- Disability Community Resource Center (\$6,278) Support people with disabilities and seniors to achieve and maintain self-directed and community based independent lives.

Total: \$41,854.95

Annual Action Plan Schedule



Procedures



Hold the public hearing and solicit input from residents and interested parties regarding priority needs for Fiscal Year 2022-2023 CDBG Annual Action Plan;



Consider public service grant recommendations; and



Adopt FY 2022-2023 Annual Action Plan THANK YOU!



Administrative Report

L.2., File # 22-4390 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-23 PROPOSED BUDGET, FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2022-23

- a. Reconvene the Public Hearing, take testimony;
- b. Close the Public Hearing; and
- c. Receive and file Budget Response Reports; and
- d. Adopt by title only Resolution No. CC-2206-041, including Budget Response Report No. 1.

EXECUTIVE SUMMARY

On May 16, 2022, in accordance with the City Charter, the Mayor and City Council received the Proposed Budget for FY 2022-23 and the Proposed Five-Year Capital Improvement Program (CIP). On May 17, 2022, the first Public Hearing on the documents was conducted and continued to June 7, 2022, then to June 14, 2022 and again to June 21, 2022. The May 17th Public Hearing provided an introduction and summary of the proposed budget. The June 7th Budget Hearing focused on department operations. The June 14th Budget Hearing focused on proposed capital projects. The June 21st Hearing will be focused on the Council's consideration of budget adoption.

The City Charter requires the annual budget be adopted by June 30, 2022. A resolution for City Council adoption of the FY 2022-23 Budget (which includes annual appropriations for operations and capital) is attached for City Council consideration of approval. It is also recommended that the City Council approve Budget Response Report #1 as part of the final budget motion, to incorporate the corrections in the proposed document included in the "updated" budget link on the City's website.

BACKGROUND

The Proposed Fiscal Year 2022-23 Budget is balanced in accordance with the City Council's adopted Financial Principles. If all recommended Decision Packages are adopted as modifications to the core budget, the General Fund's unallocated balance (total revenues over expenditures) would be \$1.8M. This year, 46 Budget Response Reports have been prepared and submitted to the City Council. These reports provide detailed information on prospective projects or policy changes the City Council

L.2., File # 22-4390 Meeting Date: 6/21/2022

may wish to consider during the budget adoption process. Additionally, Budget Response Report No. 1 provides the City Council with corrections and adjustments to the Proposed Budget for inclusion in the Adopted Budget. At City Council's request, a staff memo has also been attached along with the Pier Parking Structure Assessments completed by Walker Consultants.

The budget document includes the City Manager's message, which describes the budget development process, the City's projected financial outlook for the upcoming fiscal year, proposed General Fund revenues and expenditures, and recommended decision packages. The document also includes departmental sections which discuss core service activities, key projects and assignments, and customer service and referral work measures. Financial Summary (mini-financial) reports, which spotlight important business units, are also included in the document. The Capital Improvement Program (CIP) identifies the capital investment required to meet the City's General Plan and other policy goals and to ensure good stewardship of public infrastructure. The CIP identifies the projects, their estimated costs, and the financing methods needed to implement the City's capital investment goals and the maintenance of new and existing infrastructure.

In summary, the Proposed FY 2022-23 Budget contains the following:

- A total annual budget including all funds of \$156.5 million.
- A total core General Fund Budget (with transfers and before Decision Packages) of roughly \$102 million.
- \$90.8 million of Capital Funding for 122 Projects.
- Funding for 425 Full-Time employees (before Decision Packages).
- 83 Decision Packages.
- A General Fund Contingency Reserve of \$8.26 million.
- A CalPERS Reserve Fund of \$5.1 million.
- A General Fund Unallocated Balance of \$1.8 million (if all proposed Decision Packages are approved).

Adjustments to the Proposed Budget will be made via the final Budget Adoption Resolution, and tabulated in real time, after the City Council concludes the Public Hearing and completes its deliberation.

COORDINATION

All City Departments participated in the preparation of the Fiscal Year 2022-23 City Manager's Proposed Budget and Five-Year Capital Improvement Program. The Budget and Finance Commission reviewed the Proposed Budget at their meetings on May 26, 2022 and June 9, 2022. The Harbor Commission reviewed the Proposed Budget on June 13, 2022. The input provided by the commissions has been included in Budget Response Report No. 46.

FISCAL IMPACT

The adopted version of the Fiscal year 2022-23 Budget will serve as the financial guide for all City operations. The Fiscal Year 2022-27 Five-Year Capital Improvement Program is a planning document only. Funding for capital projects in the first year of the plan will be appropriated as part of the Fiscal Year 2022-23 Budget.

APPROVED BY:

L.2., File # 22-4390 Meeting Date: 6/21/2022

Mike Witzansky, City Manager

ATTACHMENTS

- Budget Adoption Resolution
- Resolution Exhibit A FY 2022-23 Financial Summary Reflecting Decision Packages
- FY 2022-23 Budget Response Reports
- Walker Pier Parking Structure Assessments and Memo



Administrative Report

L.2., File # 22-4390 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

CONTINUED PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2022-23 PROPOSED BUDGET, FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND ASSOCIATED BUDGET RESPONSE REPORTS

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L.2., File # 22-4390 Meeting Date: 6/21/2022

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APPROVED BY:

L.2., File # 22-4390 Meeting Date: 6/21/2022

Mike Witzansky, City Manager

ATTACHMENTS

- Budget Adoption Resolution
- Resolution Exhibit A FY 2022-23 Financial Summary Reflecting Decision Packages
- FY 2022-23 Budget Response Reports
- Walker Pier Parking Structure Assessments and Memo

RESOLUTION NO. CC-2206-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2022-2023

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed annual budget for the Fiscal Year 2022-2023 which commences on July 1, 2022 and ends on June 30, 2023; and

WHEREAS, the City Council has considered the proposed annual budget; and

WHEREAS, a public hearing has been duly held pursuant to the provisions of the Charter of the City of Redondo Beach; and

WHEREAS, the City Council concurs with the proposed revenue and expenditure plan as outlined by the City Manager; and

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

SECTION 1. That the City Manager's proposed annual budget for Fiscal year 2022-2023, as summarized in the document entitled "Summary of Estimated Revenues & Appropriations and Estimated Changes in Fund Balances" and attached hereto as Exhibit A, is hereby adopted.

SECTION 2. That the expenditures of public funds in the amount of \$200,304,960 are authorized in accordance with the programs and services outlined in said budget.

SECTION 3. 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 21st day of June, 2022.

	William C. Brand, Mayor
APPROVED AS TO FORM:	ATTEST:
Michael W. Webb, City Attorney	Eleanor Manzano, CMC, City Clerk

RESOLUTION NO. CC-2206-041 FISCAL YEAR 2022-2023 ANNUAL BUDGET PAGE NO. 1

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-2206-041 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 21 st day of June, 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

SUMMARY OF ESTIMATED REVENUES, EXPENDITURES, & ESTIMATED CHANGES IN FUND BALANCES AFTER CITY MANAGER RECOMMENDATIONS

		+			-			+	-	+
Fund	Estimated Fund Balances July 1, 2022	Proposed Revenues 2022-23	City Manager Recommended Revenues	Total Proposed Revenues 2022- 23	Proposed Expenditures 2022- 23	City Manager Recommended Expenditures	Total Proposed Expenditures 2022- 23	Transfers In	Transfers Out	Estimated Fund Balances June 30, 2023
General Fund	11,078,523	99,613,990	1,302,053	100,916,042	99,249,950	9,958,897	109,208,847	1,750,927	2,721,844	1,814,801
State Gas Tax	1,018,427	3,475,852	-,000,000	3,475,852	1,563,243	1,790,000	3,353,243			1,141,035
Storm Drain Improvement	146,113	30,000	-	30,000	-	-,,	-	-	-	176,113
Street Landscaping & Lighting	-	1,530,600	50,000	1,580,600	2,597,707	50,000	2,647,707	1,067,107	-	-
Local Transportation Article 3	(8,763)	62,594	-	62,594	-	62,594	62,594	-	-	(8,763)
Measure M	172,638	1,173,593	-	1,173,593	342	1,300,000	1,300,342	-	-	45,889
Proposition A	1,244,912	1,651,996	-	1,651,996	-	-	-	-	830,674	2,066,234
Proposition C	63,971	1,465,403	-	1,465,403	1,605	1,300,000	1,301,605	-	-	227,769
Measure R	166,026	1,024,052	-	1,024,052	-	1,135,000	1,135,000	-	-	55,078
Transit	-	4,468,111	_	4,468,111	5,298,785	163,050	5,461,835	830,674	-	(163,050)
Measure W	-	720,000	-	720,000	242,093	500,000	742,093	-	-	(22,093)
Air Quality Improvement	144,545	90,000	-	90,000	72,793	-	72,793	-	-	161,751
Intergovernmental Grants		12,233,939	-	12,233,939	1,292,329	10,498,465	11,790,794	_	_	443.145
Comm Develop Block Grant	(291,771)	476,793	-	476,793	161,668	145,845	307,513	_	_	(122,491)
Housing Authority	1,539,986	6,627,168	-	6,627,168	6,669,968		6,669,968	_	_	1,497,186
Parks & Recreation Facilities	(8,156)	31,500	-	31,500	-		-	_	_	23,344
Narcotic Forfeiture & Seizure	158,415	30,000		30,000	61,130	_	61,130	_	_	127,285
Subdivision Park Trust	429,876	1,162,500	-	1,162,500	-	530,000	530,000	_	_	1,062,376
Disaster Recovery	208,048	51,000	_	51,000	17,060	-	17,060	_	_	241,988
CalPERS Reserve	5,105,721	-		-	-	_	-	_	_	5,105,721
Capital Projects	2,237,793	491,370	-	491,370	174,619	3,214,021	3,388,640	812,381	_	152,904
Major Facilities Reconstruction	20,714	102,010		-	- 1,1,020	-	-		_	20,714
Open Space Acquisition	1,100,120	-		-	_	-	-	_	_	1.100.120
Harbor Tidelands	11,023,105	6,547,997	15,781	6,563,778	6,906,996	3,187,611	10,094,608		100,189	7,392,086
Harbor Uplands	4,719,900	5,840,200	15,780	5,855,980	4,307,982	1,768,098	6,076,081	_	1,650,738	2,849,062
Solid Waste	2,265,338	6,056,272	535,594	6,591,866	5,639,324	535,664	6,174,988	4,000	-	2,686,216
Wastewater	8,838,733	5,871,641	-	5,871,641	3,526,060	4,825,993	8,352,053	.,000		6,358,321
Self-Insurance Program	(7,897,673)	6,510,854		6,510,854	7,324,206	-,020,000	7,324,206		_	(8,711,025)
Vehicle Replacement	7,205,043	3,355,361		3,355,361	2,057,733	2,322,916	4,380,649		_	6,179,755
Building Occupancy	3,568,862	6,864,757		6,864,757	3,322,430	20,000	3,342,430			7,091,189
Information Technology	1,588,624	4,246,821		4,246,821	3,282,779	386,245	3,669,024			2,166,421
Emergency Communications	5,606,062	4,148,630		4,148,630	2,786,657	53,100	2,839,757		_	6,914,935
Major Facilities Repair	(234,096)	107,072		107,072	2,700,007	55,100	2,000,101			(127,024)
Total Before Adjustments	61,211,036	185,960,065	1,919,208	187,879,273	156,557,459	43.747.501	200,304,960	4,465,088	5,303,445	47,946,992
Total Before Adjustifierts	01,211,030	165,960,005	1,919,200	101,019,213	150,557,459	43,747,501	200,304,900	4,405,066	5,303,445	47,540,552
Less: Int Svc Fds/Overhead	-	(31,256,177)		(31,256,177)	(31,256,177)		(31,256,177)	-	-	-
Total City	61,211,036	154,703,888	1,919,208	156,623,096	125,301,282	43,747,501	169,048,783	4,465,088	5,303,445	47,946,992
Community Financing Authority	-	13,376,289	_,5_5,_50	13,376,289	15,027,026	,,	15,027,026	1,650,738	-,500,.40	
Successor Agency		1,030,272		1,030,272	217,891		217.891	-	812,381	_
Housing Successor Agency	3,791,411	217,891		217,891	429,000		429,000		012,301	3,580,302
nodonia odocessor Agency	3,731,411	211,091		211,091	423,000		423,000	-		5,550,502
Grand Total	65,002,447	169,328,340	1,919,208	171,247,548	140,975,199	43,747,501	184,722,700	6,115,826	6,115,826	51,527,294

[•] The 8.33% "minimum contingency reserve" set by the City Council has already been removed from the beginning fund balance of the General Fund.

Beginning fund balances of the Harbor Tidelands & Harbor Uplands Funds exclude capital assets such as the pier & the parking structures.

BUDGET RESPONSE REPORTS FY 2022-23



CITY OF REDONDO BEACH PROPOSED BUDGET RESPONSE REPORTS FY 2022-23 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2022-23 Proposed Budget. The corresponding answer to each of these questions (the "Budget Response Report") follows in the sequence reflected.

	Question	No.
•	What corrections/adjustments need to be made to the FY 2022-23 Proposed Budget document for inclusion in the Adopted Budget?	1
•	What would it cost to refurbish the Perry Park Teen Center, specifically the kitchen and flooring?	2
•	What is the cost to steam clean the sidewalk on Artesia Boulevard?	3
•	What Budget Response Reports (BRRs) have been provided over the past three years?	4
	Attachment A: FY2021-22 BRR Table of Contents Attachment B: FY2020-21 BRR Table of Contents Attachment C: FY2019-20 BRR Table of Contents	4A 4B 4C
•	What transportation services does the City operate for seniors and people with disabilities? What would be the cost to provide a Taxi/TNC Program for seniors and people with disabilities?	5
•	What is the status of Transit Fund Revenues for FY 2022-23, and how will they be applied throughout the City?	6
•	The Proposed Budget includes a Decision Package recommending funding for the restoration of facility hours at the North Branch and Main libraries. What would the North Branch Library hours of operation be if the Decision Package is approved?	7
•	Which area library systems have gone fine free? How much annual revenue does the Redondo Beach Public Library typically collect from fines? Why do library systems choose to go fine free?	8
•	How does the City's Information Technology Equipment Replacement Program work and what equipment is recommended for replacement in FY 2022-23, per Decision Package #25 - Information Technology Equipment Replacement?	9

•	What is the cost for adding shade structures over existing park play equipment similar to what was constructed at Perry Park?	10
•	What is the cost to purchase and install radar feedback signs that collect vehicle speed data?	11
•	What would be the cost to install a dog run in Czuleger Park?	12
•	What special events were designated as "Signature Events" and received City subsidy prior to the COVID related budget reductions in Fiscal Year 2020-21? What is the City's special event review and approval process? What are special event organizers charged for City expenses?	13
	Attachment A: Special Event Invoices – Updated	13A
•	What is the Fire Department doing to address training needs?	14
	Attachment: RBFD_Training_Booklet_2022	14A
•	What would it cost to repave Avenue I between Catalina Avenue and Elena Avenue?	15
•	What is the cost to enhance the crosswalks at S. Catalina Avenue and S. Elena Avenue?	16
•	What is the cost to enhance the crosswalks at Grant Avenue and Aviation Blvd.?	17
•	What do other cities charge merchants for use of outdoor dining parklets in the public right of way? How much parking meter revenue is lost per parking space and what expenses are involved in constructing a dining deck?	18
•	What funding options are available to support the repaving of Grant Avenue?	19
•	What is the cost to remodel the restrooms on the International Boardwalk near Quality Seafood?	20
•	What is the cost to install raised crosswalks at four locations identified on Beryl Street and Diamond Street not currently included in the Capital Improvement	21
•	Program? What is required to improve maintenance of the upper pond at Wilderness Park and to reconstruct the lower pond?	22
•	What is the status of sworn police officer staffing in the Redondo Beach Police Department?	23

•	What are the estimated costs for the March 7, 2023 General Municipal Election?	24
•	What are the benefits and feasibility of a self-service program at the North Branch Library?	25
	Attachment: Library Commission strategic planning letter Attachment: Open+Access Quote Attachment: VectorUSA Proposal Attachment: Ocean Park Branch Photos	25A 25B 25C 25D
•	What would be the cost to repave International Boardwalk with asphalt or concrete pavers and to paint the boardwalk's building exteriors?	26
•	What would be the cost to install a gateway arch at Artesia Blvd. and Inglewood Ave. or at Redondo Beach Blvd and Hawthorne Blvd.?	27
•	What is the estimated cost for a structural engineering firm to perform a second assessment of the Pier Parking Structure's physical condition?	28
•	What is the Police Department currently doing to enhance safety and security at Redondo Beach schools and what is the estimated cost to place a School Resources Officer at each public school?	29
•	What is the estimated cost to beautify the median on Phelan Lane, between Robinson Street and Johnston Avenue?	30
•	What is the estimated cost to design and construct signalized crosswalks on Aviation Boulevard at two intersections between Artesia Boulevard and Manhattan Beach Boulevard? What is the estimated cost to install audible indicators at Beryl Street and Catalina Avenue?	31
•	What is the cost of planting trees in available City-controlled sites? Can trees be planted along the North Redondo Beach Bike Path and, if so, what type and at what cost?	32
•	What is the cost to install pickleball courts on the vacant field behind Aviation Gymnasium?	33
•	Can pickleball courts be installed on the waterfront parking lot adjacent to Ruby's and, if so, what is the cost to install up to eight temporary and permanent courts?	34
	Attachment: Preliminary Cost Estimate Attachment: Local Coastal Plan – Parking Policies	34A 34B

•	What is the estimated cost to hire a consultant to assist with review of the Los Angeles County Fire Study?	35
	Attachment: Citygate Review of LA County Fire District Proposal	35A
•	What are the staff impacts and costs associated with conducting City Commission meetings both in-person and via Zoom?	36
•	What City vehicles and equipment are scheduled for replacement by the Public Works Department in Fiscal Year 2022-23 through DP# 38 and DP# 39? What is the status of Zero-Emission Vehicle and Low-Emission Vehicle purchases for the City Fleet?	37
•	What infrastructure upgrades have been identified in the Riviera Village parking study and what is their estimated cost?	38
•	What is the cost to design and install new streetscape furniture in Riviera Village?	39
•	What is the status of the skate park installation at Pad 10?	40
•	How do neighboring cities manage/administer credit card processing fees?	41
•	What would be required to transition City banking services from Bank of America to another competing bank?	42
•	What would be the cost to increase programming at the Perry Park and Anderson Park Senior Centers as well as the Teen Center, and what is the general cost to expand these facilities?	43
•	What is the annual cost and resource allocation for the City's programs and services implemented in response to homelessness?	44
•	What is the total estimated cost to design and install drought tolerant landscaping, pathways, and a pollinator fountain on the SCE right-of-way property licensed by the City, west of Pacific Coast Highway?	45

	Attachment: SCE ROW Improvements – Illustrative Site Analysis	45A
	Attachment: SCE ROW Improvements – Cost Estimates	45B
•	What comments were received from City Commissions regarding the FY 2022-23 Proposed Budget and Five-Year Capital Improvement Program?	46
	Attachment: June 21, 2022 Letter – Budget and Finance Commission	46A
	Attachment: June 14, 2022 Letter – Harbor Commission	46B
	Attachment: April 18, 2022 Letter – Library Commission	46C

CITY OF REDONDO BEACH Budget Response Report #1

June 7, 2022

Question:

What corrections/adjustments need to be made to the FY 2022-23 Proposed Budget document for inclusion in the Adopted Budget?

Response:

Corrections/adjustments that need to be made to the FY 2022-23 Proposed Budget document are listed below. The revised Proposed Budget materials for FY 2022-23 V2, will be available on our website on Tuesday, June 7, 2022 at the following location.

https://www.redondo.org/services/city_docs/budget_and_capital_improvement_program_asp

⇒ Financial Summaries Section:

- The following footnotes will be added:
 - The 8.33% "minimum contingency reserve" set by the City Council has already been removed from the beginning fund balance of the General Fund.
 - Beginning fund balances of the Harbor Tidelands & Harbor Uplands
 Funds exclude capital assets such as the pier & the parking structures.
- The beginning Fund Balance for the Internal Service Funds will be updated to reflect a more accurate estimated beginning fund balance. The updated fund balances will be seen in the following funds:
 - Self-Insurance Program Fund
 - Vehicle Replacement Fund
 - Building Occupancy Fund
 - Information Technology Fund
 - Emergency Communications Fund
 - Community Financing Authority
 - Successor Agency
- Proposed Revenues will be updated in the following funds:
 - Self-Insurance Program Fund
 - Information Technology Fund
 - Successor Agency
 - Housing Successor Agency
- Proposed Expenditures will be updated in the following funds:

BRR #1 Page 1 of 4

- Intergovernmental Grants Fund
- Vehicle Replacement Fund
- Building Occupancy Fund
- Information Technology Fund
- o Emergency Communications Fund
- Housing Successor Agency
- Capital Outlay amounts from FY 2021-22 will be removed from the following funds:
 - General Fund
 - Intergovernmental Grants Fund
 - Vehicle Replacement Fund
 - Information Technology Fund
- Transfers In will be updated in the following funds:
 - Community Financing Authority
- Transfers Out will be updated in the following funds:
 - Community Financing Authority
- ⇒ Summary of Estimated Revenues Before and After City Managers' Recommendations:
 - Beginning ISF Fund Balances Updated from the Financial Summaries
 - Self-Insurance Fund Charges for Services updated
 - Information Technology Fund Charges for Services updated
 - Community Financing Authority Other Revenues and Transfers-In updated
 - Successor Agency Fund Intergovernmental Grants and Other Revenues updated
 - Housing Successor Agency Fund Other Revenues updated
- ⇒ Summary of Estimated Expenditures Before and After City Managers' Recommendations:
 - Beginning ISF Fund Balances Updated from the Financial Summaries
 - General Fund Maintenance and Operations and Capital Outlay will be updated
 - Intergovernmental Grants Capital Outlay will be updated
 - Vehicle Replacement Capital Outlay will be updated
 - Information Technology Capital Outlay will be updated
 - Community Financing Authority Transfers-Out will be updated
 - Housing Successor Agency Personnel, Maintenance & Operations and Internal Service will be updated
- ⇒ Schedule of Interfund Transfers will be updated:
 - Community Financing Authority Transfers-In and Transfers Out will be updated

- A footnote contained FY 2021-22 and should be FY 2022-23
- ⇒ Available Resources Pie Graph:
 - Total City Revenues will be updated
 - General Fund total will be updated
- ⇒ Mini Financials:
 - Updated Total Revenues to Total Funding
 - Beginning Fund Balance Will be updated from the Financial Summaries
 - Community Financing Authority Other Revenues and Transfers-In will be updated

Revenue Section:

- ⇒ Two-Year Comparison of Estimated Revenues:
 - Proposed Revenue amounts for the following funds will be updated:
 - o General Fund Transfers-In
 - Street Landscaping and Lighting
 - o Transit
 - Capital Projects
 - Self-insurance Program
 - Information Technology
 - Community Financing Authority
 - Successor Agency
 - Housing Successor Agency
- ⇒ General Fund License and Permits, in the outlook section of \$1.85M will be updated to \$1.86M.
- ⇒ General Fund Revenue Detail table will be updated to exclude Transfers-In
- ⇒ Other Funds Revenue Detail, will be updated to remove blank space on page and include the General Fund in the grand total

Expenditure Section:

- ⇒ Summary of the FY 2022-23 proposed General Fund operating expenses compared with the FY 2021-22 midyear budget operating expense:
 - Total increase/decrease and % change will be updated
- ⇒ Overview of Expenditures Capital Projects Fund, will update to remove prior year capital expenses
- ⇒ Two-Year Comparison of Expenditures by Fund:
 - Amounts updated for:
 - General Fund Transfers-Out

- o Prop A
- Intergovernmental Grants
- Harbor Tidelands
- Harbor Uplands
- Vehicle Replacement
- o Building Occupancy
- Information Technology
- Community Financing Authority
- Successor Agency
- Housing Successor Agency
- Transfers-Out will be removed from amounts
- ⇒ Two-year comparison of Expenditures by Department and Expenditure by Department Tables:
 - Amounts updated for:
 - Information Technology
 - Community Services
 - Public works
 - Successor Agency
 - Housing Successor Agency
- ⇒ Expenditure by Fund Detail
 - General Fund to be Added to table

Department Sections:

- Variance and percentage change columns will be added due to formatting issues in the Proposed Budget document for the following departments:
 - o Fire
 - Library
 - Community Services
 - Community Development
 - Waterfront and Economic Development
 - Public Works
- The object codes will be grouped by: Personnel, Maintenance and Operations, Internal Service Funds and Capital Outlay.
- The Police Department expenditures will be broken out by Division. The formatting of the Proposed Document had it rolled up into only three (3) areas of operations.
- Information Technology Equipment Replacement will be isolated from the Information Technology Equipment Maintenance expense. This update will be seen throughout all departments.

CITY OF REDONDO BEACH Budget Response Report #2

June 7, 2022

Question:

What would it cost to refurbish the Perry Park Teen Center, specifically the kitchen and flooring?

Response:

The kitchen at the Teen Center is typically used for prepping snacks and other basic items and is equipped with limited appliances. A refurbishment of the kitchen would include the following elements and estimated costs:

New cabinets	\$15,000
New counter tops	\$10,000
New refrigerator & appliances	\$ 5,000
New floor tile	\$ 5,500
Repainting	\$10,000
Other/Incidentals	\$10,000
Kitchen Total	\$55,500

The majority of the floor tile in the Teen Center is in good shape. The cost to refurbish the general area, including limited flooring repairs, is detailed below:

Replace damaged floor tile (300sf)	\$ 5,500
Repaint interior and exterior	\$50,000
Repair windows	\$ 3,000
Replace four heating units	\$30,000
General Area Total	\$88,500

The total cost for refurbishment of the facility would be approximately \$144,000. Restrooms are not included in the estimate as the Teen Center restrooms are scheduled to be renovated as part of the CIP, under the Regional Restroom Improvements Project.

CITY OF REDONDO BEACH Budget Response Report #3

June 7, 2022

Question:

What is the cost to steam clean the sidewalk on Artesia Boulevard?

Response:

The City's portion of Artesia Boulevard between Aviation and Hawthorne contains approximately 68,000 square feet of sidewalk. The trash hauling contract with Athens Services contains pricing for steam cleaning services. The cost to clean this segment of Artesia Boulevard, twice per month, would be \$21,900 per month and \$262,800 per year.

Staff contacted another local steam cleaning contractor for comparative pricing. This contractor provided a cost estimate for steam cleaning ranging from \$0.25 to \$0.40 per square foot, depending on the condition of the sidewalk. As such, the cost to steam clean the above segment of Artesia Boulevard each time would range from \$17,000 to \$27,000. The twice monthly cost of the alternative provider would therefore range from \$34,000 to \$54,000 per month and \$408,000 to \$648,000 per year, nearly double the cost of Athens.

CITY OF REDONDO BEACH Budget Response Report #4

June 7, 2022

Question:

What Budget Response Reports (BRRs) have been provided over the past three years?

Response:

The Table of Contents for the past three Fiscal Years of Budget Response Reports are attached as follows:

- 4A FY 2021-22 BRR Table of Contents
- 4B FY 2020-21 BRR Table of Contents
- 4C FY 2019-20 BRR Table of Contents

BUDGET RESPONSE REPORTS FY 2021-22



CITY OF REDONDO BEACH PROPOSED BUDGET RESPONSE REPORTS FY 2021-22 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2021-22 Proposed Budget. The corresponding answer to each of these questions (the "Budget Response Report") follows in the sequence reflected.

	Question	No.
	What corrections/adjustments need to be made to the FY 2021-22 Proposed Budget document for inclusion in the Adopted Budget?	1
	Attachment A: FY 2021-22 Decision Packages for City Council Approval Summary	1A
	What is the status of:	
•	 A) Installing lighting at the beach access walkways at Sapphire Street, Topaz Street and Knob Hill Avenue, and B) Replacing the existing lighting along the upper beachfront pedestrian walkway between Veterans Park and Knob Hill Avenue? 	2
•	What City vehicles and equipment are scheduled for replacement by the Public Works Department in the 2021-22 Fiscal Year, what makes up the large fund balance of the Vehicle Replacement Fund, and what modifications to allocations are recommended as part of the FY 2021-22 budget?	3
•	What is the typical breakdown between the base vehicle cost and the equipment/technology added to the vehicle? What is the history of the 2008 Fire Division Chief vehicle (Unit# 104) planned for replacement in FY 21-22 and what options does the City have to reduce the expenditure?	3.1
•	What is the status of Transit Funding for FY 2021-22?	4
	What are the City's internal service fund and overhead allocations, and what policies and procedures govern them? What are the reasons for	5

the changes in the FY 2021-22 allocations included in the proposed budget from those in the FY 2020-21 adopted budget? And what is the opinion of the outside audit firm regarding the internal service funds?

	Attachment A: Administrative Policy and Procedures Internal Service Fund/Overhead Allocation	5A
	Attachment B: Internal Service Fund Analysis	5B
	Attachment C: Internal Service Funds Financial Statements	5C
•	What changes to Fire Inspection program could be made to reduce the fee schedule?	6
	Attachment A: Inspection Rate	6A
	Attachment B: Regional Inspection Rates	6B
	Attachment C: PT Inspection Rate	6C
•	What locations could support the installation of a new dog run facility, what are the costs and impacts of a dog run, and what improvements are included in the budget for the City's existing Dog Park?	7
	Attachment A: Perry Park aerial map	7A
	Attachment B: Dominguez Dog Park CIP	7B
•	Could McNeill/Jaycee Parkette, Franklin Park, and/or Lilienthal Park support the installation of a new dog run facility, and what would be the costs and impacts of the facilities?	7.1
	Attachment A: Perry Park aerial map	7.1A
	Attachment B: Franklin Park aerial map	7.1B

	Attachment C: Dominguez Dog Park CIP	7.1C
•	What additional detail can be provided for key departmental maintenance and operations expenditure line items?	8
	Attachment A: Key Departmental M&O Expenditure Detail	8A
•	What does implementation of the bicycle plan grant entail?	9
	Attachment A: List of corridors included in the Bicycle Transportation Plan Implementation Project, CFP 3501 (October 2020)	9A
•	What is the process for considering special events and what special events are projected to be held in the City during the 2021-22 Fiscal Year?	10
•	What are the costs and the timeframe associated with retaining an executive search firm?	11
	Attachment A: Bob Murray and Associates – Proposal	11A
	Attachment B: Peckham & McKenney – Proposal	11B
	Attachment C: Ralph Andersen and Associates – Proposal	11C
•	What options exist to enhance safety for the Artesia/Felton and Artesia/Rindge intersections?	12
•	What would be the cost to install bulb-outs at every Grant Avenue intersection not already included in the Capital Improvement Program?	13
•	What would be the cost to rehabilitate the Anderson Park Senior Center to include HVAC and PA systems?	14

•	What repairs are needed to the Anderson Park Scout House facilities and what is the cost of repairs vs. the cost of full reconstruction?	15
•	What has been the history of Quimby fee collection, what revenue is expected in FY 21-22, and what are the planned uses?	16
•	What is the status of sworn officer staffing in the Police Department?	17
•	What are the new ongoing technology needs of the Police Department?	18
•	What is the current status of paid parking programs in the City and what is the breakdown of the additional smart meters to be installed per Decision Package #43?	19
•	What level of crossing guard services does the City currently provide and what are the anticipated benefits of outsourcing supplemental crossing guard services per Decision Package #41?	20
	What are the service agreements that are necessary to maintain Fire Department operations? What is the funding source for these service agreements and platforms?	21
	How will the proposed Decision Package #'s 44, 8, 26, 27, 46 enhance the Fire Department's direct and indirect life-saving efforts to the community?	22
	What is the status of current staffing levels in the Redondo Beach Fire Department?	23
•	What is the mission of the Fire Department and how is it staffed to accomplish the mission?	24
•	What are the Fire Department's training needs in order to meet the Community's response needs? What is the cost to train fire personnel the identified training goals?	25

•	Which streets will be constructed as part of the current residential street rehabilitation and slurry seal capital improvement projects and which streets are anticipated to be included in the FY 2021-22 projects?	26
	Attachment A: Citywide and District Maps for 2021-2023 Residential Street Rehab and Slurry Seal Projects	26A
•	What improvements are planned in FY 2021-22 using Traffic Calming Project funds?	27
•	What ongoing materials and equipment will be purchased with the funds requested in Decision Package #5?	28
•	What improvements are anticipated in FY 2021-22 for the City's parks and recreation facilities identified as being in poor condition as part of the most recent assessment, including what improvements can be done to the area known as Turtle Park above the International Boardwalk?	29
•	What is the cost and feasibility of repairing the irrigation lines along the North Redondo Beach Bikeway (SCE right-of-way)? What options does the City have to improve ROW maintenance and enhance the bikeway's appearance?	30
•	What is the cost of studying and installing stop signs at the intersections within the bounds of Inglewood Avenue, Aviation Boulevard, Artesia Boulevard and Grant Avenue?	31
•	What would be the cost to install flexible delineators and pedestrian advisory signs mid-span of street at marked crosswalks? Is it advisable per the California Manual for Uniform Traffic Control Devices (CA-MUTCD)?	32
•	Can fines be avoided with the installation of a recirculation system at Seaside Lagoon and what is the estimated cost of a replacement facility?	33
	What Redondo Beach Performing Arts Center Deferred Building Maintenance Needs have been identified and what are their costs?	34

•	What would it take to modify the traffic signals at the intersections of Del Amo & Prospect and at Beryl & Pacific Coast Highway to convert the left turn movements to become protected left turn phasing operation?	35
	What would it cost and take to conduct four to six compost giveaway events per year?	36
•	What impact do CalPERS rate increases have on the City's budget? What are the projected increases in FY 2022-23? And what is the status of the bond issue to refinance the City's CalPERS unfunded accrued liability (UAL)?	37
•	What modifications to allocations are recommended as part of the FY2021-22 budget balancing and what equipment is scheduled for replacement as recommended in the Information Technology – Equipment Replacement Decision Package #39?	38
•	What is the status of the City's Sailing Program? What is the anticipated level of program participants, revenue and number of Boats?	39
•	What is the typical per unit cost for the installation of on-grade parking spaces vs. structured parking spaces? What was the estimated cost for the Riviera Village Parking structure provided by Walker Consultants?	40
	Attachment A: 3/12/2019 N.2 Administrative Report and Feasibility Report for the Riviera Village Business Improvement District Parking Structure	40A
•	What would it cost to install, operate and maintain a 50-meter pool in the lot behind Aviation Gymnasium?	41
•	What would be the costs to install a fence along the front access of Townsend Parkette?	42
•	What work is necessary, and at what cost, to control the erosion on the north slope of Dominguez Park along 190th Street?	43

•	What are the potential viable sites for future community gardens and what are the estimated associated City costs?	44
	Attachment A: Surveyed Community Garden Sites	44A
•	What is the impact to the FY2021-22 budget of an extension to the South Bay Center SPE, LLC agreement for overtime deployment of City Police Officers at the South Bay Galleria?	45
•	What would it cost to install green bike lanes on Grant Avenue from Aviation Blvd. to Inglewood Ave.?	46
	Attachment A: Sample intermittent green paint design – 60% Review Set Torrance Blvd.	46A
•	What is the cost to purchase a striping truck for lane striping and a thermoplastic striping truck?	47
•	What planning efforts are being made to transition Beach Cities Transit to Zero Emission Buses?	48
	Attachment A: CARB ICT Regulation Fact Sheet	48A
	Attachment B: ZEB Technologies	48B
	Attachment C: ZEBRA ZEB Deployment Guide	48C
	Attachment D: Subregional Mobility Matrix South Bay Cities 2015	48D
	How much revenue is collected from contract recreation classes?	49

	What is the feasibility of replacing the King Harbor Marquee Sign on Harbor Drive with either a like-for-like replacement or with an electronic message display sign upgrade?	50
•	What is the City's current level of Code Enforcement staffing, how does it compare to historic levels, and what are the costs to provide supplemental code enforcement services? How is Code Enforcement response expected to improve by transferring personnel from the Community Development Department to the Police Department per Decision Package #28?	51
	Attachment A: Administrative Report – Supplemental Code Enforcement Services	51A
	What is the process to obtain an updated Fire Services proposal from Los Angeles County and what is the status of the review with Manhattan Beach and El Segundo for the possible sharing of fire administration personnel?	52
	Attachment A: Feasibility Study Process in Brief	52A
	Attachment B: Guidelines and Processes – Requests for Fire District Services (July 2010)	52B
•	What are the closing costs for the March 2nd 2021 General Municipal Election and other cost alternatives for future elections, such as Ranked Choice Voting to consider?	53
•	What was the feedback received from the Harbor, Library, Public Works and Budget and Finance Commissions on the FY 2021-2022 Proposed Budget and the FY 2021-2026 Proposed Five-Year Capital Improvement Program?	54
	Attachment A: Library Commission Letter to the Mayor and City Council	54A
	Attachment B: Minutes from the Budget and Finance Commission and Public Works Commission Joint Meeting	54B

Question

Attachment C: Memo Containing Harbor Commission Recommendations 54C Attachment D: Memo Containing Budget and Finance Commission 54D Recommendations What is the FY 2021-22 funding status (in the core budget and after decision packages) of positions that were deauthorized, frozen and 55 eliminated with reorganizations in FY 2020-21? And what additional positions are recommended in FY 2021-22 Decision Packages? Attachment A: Listing of Positions 55A What are the City's General Fund probable, best and worst case financial 56 scenarios for FY 2021-22 to FY 2025-26? Attachment A: General Fund Five-Year Financial Plan 56A What would be required to add an administrative citation program for certain code violations? What are the costs of such a program? How do 57 our neighboring cities process code violations? What are possible options for investigating financial violations related to 58 campaign contributions? Attachment A: Ordinance 3184-18 58A Attachment B: Campaign Contribution Limits current summary 58B

No.

BUDGET RESPONSE REPORTS FY 2020-21



CITY OF REDONDO BEACH BUDGET RESPONSE REPORTS FY 2020-21 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2020-21 Proposed Budget. The corresponding answer to each of these questions (the "Budget Response Report") follows in the sequence reflected.

Question	No.
What corrections/adjustments need to be made to the FY 2020-21 Proposed Budget document for inclusion in the Adopted Budget?	1
Attachment A: WED Division Pages	1A
What corrections/adjustments need to be made to the FY 2020-21 Proposed Budget document for inclusion in the Adopted Budget?	1B
Attachment A: Revised Financial Summary	1BA
Attachment B: Revised Decision Package Listing	1BB
What corrections/adjustments need to be made to the FY 2020-21 Proposed Budget document for inclusion in the Adopted Budget?	1C
Attachment A: Fire Performance Measure Hours	1CA
How does the City's current and recommended staffing levels compare with that of surrounding cities? And how do the FY 2020-21 staffing levels compare with prior years?	2
Attachment A: Full-time Employees Per Capita Comparison	2A
Attachment B: Employees Per Department Comparison	2B
Attachment C: Historical Budgeted Full-time Employee Count	2C
Are there alternatives to the budget balancing measures proposed in the FY 2020-21 decision packages?	3
What was the cultural and entertainment rental activity at the RBPAC in FY 2019-20 and how has the Business Plan approved in 2007 affected the Center's fiscal impact and facility booking percentages?	4
What is the status of Transit Funding for FY 2020-21?	5

What City vehicles and equipment are scheduled for replacement by the Public Works Department in the 2020-21 Fiscal Year, and what 6 modifications to allocations are recommended as part of the FY 2020-21 budget balancing? What is the process for considering special events and what special events are projected to be held in the City during the 2020-21 Fiscal 7 Year? Attachment A: Special Events Calendar 2020 7A What modifications to allocations are recommended as part of the FY2020-21 budget balancing and what equipment is scheduled for 8 replacement as recommended in the Information Technology -Equipment Replacement Decision Package #40? What Public Works expenses are charged to the Street Landscaping and Lighting Assessment District Fund and what cost reduction alternatives 9 are available to reduce the General Fund subsidy to the Street Landscaping and Lighting Assessment District Fund? What has been the success rate of recent Fire Department 10 recruitments? What is the annual amount and the genesis of the Harbor Uplands debt 11 service payment? What are the City's internal service fund and overhead allocations, and what policies and procedures govern them? What are the reasons for the changes in the FY 2020-21 allocations included in the proposed budget from those in the FY 2019-20 adopted budget? What is the 12 opinion of the outside audit firm regarding the internal service funds? And what changes are recommended as part of the FY 2020-21 budget balancing? Attachment A: Administrative Policy/Procedures Internal Service 12A Fund/Overhead allocation Attachment B: Internal Service Funds Comparison 12B Attachment C: Internal Service Fund – Reports on Audit 2019 12C What was the feedback received from the Harbor, Library and Budget and Finance Commissions on the FY 2020-2021 Proposed Budget and 13 the FY 2020-2025 Proposed Five-Year Capital Improvement Program? Attachment A: Harbor Commission Letter to Mayor and City Council 13A

Attachment B: Library Commission Letter to Mayor and City Council -13B 4/2/2020 and 5/6/2019 What was the feedback received from the Budget and Finance Commission on the FY 2020-21 Proposed Budget and the FY 2020-2025 13A Proposed Five-Year Capital Improvement Program? What is the history of dredging in King Harbor and what are the plans for 14 future dredging? What is the cost of maintenance for the Harbor moorings and what has 15 been the utilization rate? What is the City's current level of staffing for Code Enforcement functions and how does it compare to historic levels? What are the pros and cons 16 of supplementing Code Enforcement staffing with contract services and what would be the impact on Division revenues and expenditures? What is the process for increasing Street Landscaping and Lighting 17 assessments in accordance with Proposition 218? Attachment A: Prop 218 Requirements 17A Which streets will be constructed as part of the current residential street rehabilitation and slurry seal capital improvement projects and which 18 streets are anticipated to be included in the FY 2020-21 projects? Attachment A: Preliminary List of Streets Scheduled for Improvement 18A (2017 Report) What have been the historical internal service fund and overhead 19 allocations to the Harbor Enterprise? Attachment A: Harbor Enterprise's ISF and Overhead for 15 years 19A Attachment B: OpenGov Harbor Enterprise ISF and Overhead Allocation 19B Chart for 11 Years Attachment C: State Lands Commission Review 19C What would be the cost for a fixed radar unit on Aviation Blvd. at Grant Ave. and what improvements are planned as part of the 2020-21 Traffic 20 Calming Project if the \$250,000 recommended appropriation is approved? What positions are vacant or projected to be vacant in the upcoming 21 fiscal year, and what are the budgeted costs for each of the positions?

How does the City's organization structure appear before and after the position deauthorizations proposed in the Budget? Attachment A: Listing of positions - current, projected to be vacant and 21A recommended for deauthorization Attachment B: Organizational charts - current and proposed in 21B recommended decision packages What organizations use City meeting rooms at no charge and what is 22 the value of their use? What are the actual line item operating expenses for each Department 23 for the last five years? Attachment A: Line item operating expenses for each Department for the 23A last five years What has been the Library's historical usage by day and by hour? And what is the hourly cost to keep the Library open given the library system's 24 level of full-time staffing in FY 2020-21 if the Decision Packages are approved? Supplemental Information Related to Library Hours 24A What impact do CalPERS rate increases have on the City's budget? What are the projected increases in FY 2021-22 and beyond? How can 25 the City fund the future increases and what impact will recent investment losses from COVID-19 have on future CalPERS rates? Attachment A: CalPERS Investment Loss Amortization 25A What is the status of sworn officer staffing in the Police Department? 26 What is the status of the Cannabis Task Force's work? 27 What is the status of the RCC quote? 28 Attachment A: Dispatch Feasibility Study – Redondo Beach 28A What is the cost to rehabilitate Beryl Street from Prospect Avenue to 29 Pacific Coast Highway? What is the annual core operating budget for Mayor and City Council Special Departmental Supplies and Training, Meetings. 30 Conferences and what have been the total expenses in these areas for the past five years? What are typical examples of annual expenditures in

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BUDGET RESPONSE REPORTS FY 2019-20



CITY OF REDONDO BEACH BUDGET RESPONSE REPORTS FY 2019-20 PROPOSED BUDGET

The following is a list of questions raised regarding the FY 2019-20 Proposed Budget. The corresponding answer to each of these questions (the "Budget Response Report") follows in the sequence reflected.

Question	No.
What corrections/adjustments need to be made to the FY 2019-20 Proposed Budget document for inclusion in the Adopted Budget?	1
What are the City's internal service fund and overhead allocations, and what policies and procedures govern them? What are the reasons for the changes in the FY 2019-20 allocations included in the proposed budget from those in the FY 2018-19 adopted budget? And what is the opinion of the outside audit firm regarding the internal service funds?	2
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What is the status of the lease agreement for the facilities at 1922 Artesia Blvd. facility occupied by the Community Services and Police Departments?	4
What is the status of Transit Funding for FY 2019-20?	5
What is the status of the Veterans Memorial Project Donation Fund and what are the remaining project reimbursements?	6
What equipment is scheduled for replacement as recommended in the Information Technology – Equipment Replacement Decision Package?	7

Question No.

•	What is the status of sworn officer staffing in the Police Department?	8
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•	What are possible funding options for a Riviera Village parking garage?	10
	Attachment A: Admin Report 3/12/19 for City Council Meeting	10A
	What was the feedback received from the Public Works and Budget and Finance Commissions on the Proposed Capital Improvement Program and from the Budget and Finance and Library Commissions on the FY 2019-2020 Proposed Budget?	11
	Attachment A: Draft Minutes, Joint Public Works/Budget and Finance Commission Meeting - 4/22/19	11A
	Attachment B: Library Commission Letter to Mayor and City Council	11B
•	What is the process for increasing Street Landscaping and Lighting assessments in accordance with Proposition 218?	12
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	What was the cultural and entertainment rental activity at the RBPAC in FY 2018-19 and how has the Business Plan approved in 2007 affected the Center's fiscal impact and facility booking percentages?	13
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	What City vehicles and equipment are scheduled for replacement by the Public Works Department in the 2019-20 Fiscal Year, and what makes up the fund balance of the Vehicle Replacement Fund? (Updated)	14.1
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	What improvements have been made to Wilderness Park and what funding is included in the FY 2019-20 Budget and Capital Improvement Program for improvement projects in Wilderness Park?	15
	What has been the history of Quimby fee collection and use?	16

What options are available for future operations of the Seaside Lagoon and what is the cost to hire a consultant to assist with the preparation of 17 a new facility masterplan? Attachment A: City Council Agenda 3/24/2009 Discussion Regarding 17A Facility Design Concepts for Rehabilitation Attachment B: City Council Minutes 3/24/2009 17B What impact do CalPERS rate increases have on the City's budget? And 18 what are the projected increases in FY 2020-21 and beyond? What would be the process to implement a local transactions and use tax (AKA add-on sales tax)? And how much additional revenue could be 19 generated for the General Fund? Attachment A: Transaction and Use Tax Listing 19A Attachment B: Election Results 19B What has been done with the funding received to date and what more can be done with new or existing funding to address the issue of people 20 experiencing homelessness in Redondo Beach? Attachment A: RB Task Force Recommendations 20A Attachment B: Measure H Fact Sheet 20B Attachment C: Partnership Report 20C Attachment D: 5 Year Plan to Address Homelessness 20D Attachment E: Measure H Approved Strategies 20E Attachment F: Homeless Count Reports 2013, 2015, 2016, 2017,2018 20F Attachment G: City Attorney Decision Package 20G Attachment H: City Attorney Attachment to Decision Package 20H Attachment I: Police Department Decision Package 201 Attachment J: Police Department Attachment to Decision Package 20J What is the projected General Fund operating budget for the next three fiscal years (2020-2023) assuming best case, probable case and worst 21 case scenarios?

How can the Storefront Improvement Program be expanded to include businesses in the Riviera Village and Pacific Coast Highway Commercial 22 Corridor? 22A Attachment A: Program Guidelines What is the status of identifying alternative locations for skatepark amenities and what are the projected costs to implement one or more 23 skatepark amenities? Why are tree trimming costs expected to increase significantly during the next four-year cycle and can a portion of the \$300,000 recommended in 24 Decision Package #46 be used for the City's tree trimming contractor to assist with the planting of new trees? Can bonds be issued for street maintenance, repairs and rehabilitation and repaid with funding from the Road Repair and Accountability Act of 25 2017 (Senate Bill 1) and other local transportation sales tax funding streams? Attachment A: METRO Borrowing Guidelines for Prop A, Prop C, 25A Measure R and Measure M Local Return Programs – March 1, 2018 What was the feedback received from the Harbor Commission on the FY 2019-2020 Proposed Budget and the Proposed Capital Improvement 26 Program? Attachment A: 2019-03-11 SeaLab Letter 26A What is the cost basis for the current fire inspection fees, and what are the implications of charging a 30-minute inspection 27 fee? What was the feedback received from the Budget and Finance 28 Commission on the FY 2019-2020 Proposed Budget? How much is it estimated to cost to extend the North Redondo Beach 29 Bike Path from Felton Lane to Inglewood Avenue? What are the City's current vacant positions and where is the City in the 30 recruitment process for those positions? 30A Attachment A: Vacant Position Listing Why does the lease appropriation in the Financial Services Department annual operating budget related to the former Redevelopment Agency 31 South Bay Center (Galleria) revenue bonds remain unspent?

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Question

•	What is the expected cost to repair, if possible, or replace the irrigation system along the Southern California Edison Right of Way in North Redondo, regrade and hydroseed the area to add new turf, apply appropriate decomposed granite walkway buffers, and maintain the improved space going forward?	32
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•	Why does the City Treasurer consistently come under budget with regards to Maintenance and Operations of the department's annual budget?	33

CITY OF REDONDO BEACH Budget Response Report #5

June 7, 2022

Question:

What transportation services does the City operate for seniors and people with disabilities? What would be the cost to provide a Taxi/TNC Program for seniors and people with disabilities?

Response:

The City operates two Beach Cities Transit (BCT) general public fixed routes, (Line 102 and Line 109,) that seniors and people with disabilities may use to meet their transportation needs. Fares for seniors and people with disabilities are 50 cents and monthly passes are \$10. City residents receive a pass subsidy and pay \$5 for a monthly pass. Due to COVID-19, fare collection was suspended in March 2020 on BCT services and passengers ride free.

The City supplements transportation services to resident seniors 62+ of age and people with disabilities of Redondo Beach and Hermosa Beach with the WAVE Dial-A-Ride (WAVE) program. The WAVE is a shared-ride curb-to-curb paratransit service, that operates daily, serving destinations within Hermosa Beach, Redondo Beach and designated satellite facilities in Torrance and Kaiser Medical facilities in Manhattan Beach. The \$1 fare for the WAVE has also been suspended since March 2020. The City owns 5 WAVE vehicles with ramps for safe access for wheelchair users and people who have difficulty with steps.

The WAVE operates Monday through Friday 6:00 AM to 8:30 PM, and Saturday and Sunday 8:00 AM to 8:30 PM, with reduced service hours on Thanksgiving Day, Christmas Day and New Year's Day. Riders can request trips for the same day, advanced reservation service, subscription service and group service. Same day services can be provided within two hours of request, advance reservations can be made 24 hours ahead of requested trip time, and subscription service may be scheduled up to 7 days in advance. The majority of trips are provided during the weekday.

The 2020 Census data shows a Redondo Beach senior (65+) population of 9,376 (13.1% of total population) and 2,433 residents with disabilities under 65 years of age (3.4% of total population). There are over 1,500 Redondo Beach residents and approximately 120 Hermosa Beach residents registered for the WAVE. Approximately 12% of the eligible Redondo Beach population is registered for the WAVE and new applicants continue to register for the program.

Before the COVID-19 pandemic*, WAVE ridership was averaging 1,110 trips per month, and trending towards 13,500 trips to be provided in FY 2019-20. After the State Stay-At Home orders were implemented, ridership decreased significantly to approximately 404 monthly trips (5 to 8 daily) through FY 2020-21. See Table 1 for WAVE service data.

Currently, FY 2021-22 ridership is improving with an average 608 monthly trips, approximately 50% of the total trips provided pre-COVID-19. Monthly trips continue to increase, with the majority taken by single riders in the vehicle. The WAVE service can easily provide more trips with the current bus fleet. The annual operations cost of the WAVE service including fuel is \$530,000 and is funded with dedicated transit funding under the Formula Allocation Procedure (FAP) and Proposition Local Return Funds.

Table 1 - WAVE Service Data

			2019-20	2019-20		2021-22
Fiscal Year	2017-18	2018-19	July-Feb	Mar-June	2020-21	July-April
Service Hours	6,731	6,864	4,436	1.817	5,838	5,435
Boardings	14,201	13,669	8,880	1,437	4,845	6,082
Avg. Monthly Trips	1,183	1,139	1,110	359	404	608

<u>Taxi Voucher or Transportation Network Companies (TNC) Transportation Subsidy</u> <u>Programs</u>

In 2005, the City made major changes to its transportation services that implemented three fixed routes (102, 104 and 109), and cancelled the Dial-A-Taxi program for seniors and people with disabilities in order to convert to the WAVE Dial-A-Ride service.

Currently, South Bay cities have different approaches to providing supplemental transportation services for seniors and people with disabilities to their residents. Hermosa Beach supplements the WAVE service with a Dial-A-Taxi program (up to \$450/mo. per person), Manhattan Beach operates a Dial-A-Ride similar to the WAVE, El Segundo changed their dial-a-ride service in mid-2021 to use a Transportation Network Company (TNC) (up to \$600/mo. per person) due to issues with hiring drivers, and Torrance offers a Dial-A-Taxi program (up to \$156/mo. per person).

<u>Funding</u>

Dedicated Local Return Proposition A funds which pay for City transportation programs are fully allocated to current transportation services and programs, bus capital expenses, and the new Transit Center location. Unless changes in existing service levels were made, the addition of a new transit program would require the use of other Local Return Funds such as Proposition C, Measure R or Measure M, or the use of General Funds. A taxi/TNC transportation subsidy program is not eligible to be funded by FAP or other state transit operations formula funding.

Cities with Taxi/TNC Transportation Subsidy Programs

Each city has a different program design and parameters which determine the annual costs for their individual programs. These factors include: the eligible population size, the percentage of the population that uses the service and the frequency of use by each person, the monthly value allocated per person, the amount the City pays for each trip, the maximum trip distance allowed, the amount the City pays each month per person, age and eligibility criteria, the use of a TNC or taxi companies, and the cost of the program administration using in-house staff or an outside contractor.

Table 3, "Taxi Voucher/TNC Program Parameters and General Information" (at the bottom of the report), provides brief general information and the annual budgets of the supplemental Taxi/TNC transportation subsidy programs offered by El Segundo, Hermosa Beach, Torrance, and West Hollywood. Approximately 2.4% (50) of El Segundo senior residents are registered to use the TNC program, approximately 4.43% (119) of Hermosa Beach senior residents are registered to use the taxi voucher program, approximately 6.07% (1,500) of Torrance senior residents are registered to use the Dial-A-Taxi program, and approximately 7% (504) of West Hollywood senior residents are registered to use the Van/TNC program.

While Hermosa Beach and El Segundo offer higher monthly trip values per person, they both have a smaller eligible population that uses the program. Torrance and West Hollywood offer a lower monthly trip value but have higher eligible populations that use their program. The design of a Redondo Beach program would determine the overall cost of the service, and staff would need to return to City Council with various program design options and detailed cost estimates before a final figure could be provided.

The Redondo Beach senior population is 9,376, and the population of people with disabilities is 2,433. The program parameters and the percentage of population that could register and use the service will determine the annual transportation cost to provide a voucher/TNC program. The budget would be based on the estimated people registered for the program, their approximate use each month, and the monthly trip value allocated to users.

Taxi/TNC Program Costs

Table 2, "Taxi/TNC Transportation Example of Estimated Costs" (below) shows annual cost estimates for a Redondo Beach program with parameters similar to the other Cities. If the program parameters are designed similar to Hermosa Beach, El Segundo, Torrance or West Hollywood, based on projections between 4% (472) to 7% (827) of the senior and disabled population who register and regularly use the program, the total cost for trips provided would range from \$566,000 per year up to \$5.9 million per year. If the percentage of residents using the program is higher than 7%, the total cost for trips would be more than \$6M per year.

The lower estimated program transportation cost would have a monthly trip value amount similar to West Hollywood (up to \$100 per month per person) and the higher estimated

program cost would have a monthly trip value similar to Hermosa Beach (up to \$450 per month per person) or El Segundo (up to \$600 per month per person).

Table 2 – Taxi/TNC Transportation Example of Estimated Costs For Trips

Eligible 65+	9,375		9,375	
Eligible Disabled	2,433 2,433		133	
Percentage and Number of Users	4%	4% 472		827
Up to 40 rides/month @ \$15 value Monthly Value per person: \$600/month	\$3,400,992 / Year		\$5,952,000 / Year	
Up to 30 rides/month. Avg trip value: \$15 Average Monthly Value per person: \$450/month	\$2,550,774 / Year		\$4,463,8	02 / Year
Purchase up to 12 ride credits, @ \$13 each Monthly Value per person: \$156/month	\$884,256 / Year \$1,54		\$1,547,1	00 / Year
Purchase up to \$100 ride credits monthly value per person Average 10 trips/month \$200/month (with a medical condition)	\$566,832 / Year \$991,956		56 / Year	

In addition, the administration of the program would need to be contracted out, as there is inadequate City personnel to oversee the program, and a Request for Proposals would need to be prepared and issued for the service. West Hollywood contracts the administration of their program and budgets approximately \$153,000 per year for the contractor's Project Manager, Customer Service Representative, Dispatcher, Call Center and application processing.

	Table 3 -Taxi Voucher/TNC Program Parameters and General Information				
Category	El Segundo Dial-a-Ride with Lyft	Hermosa Beach Dial-A-Taxi	Torrance Taxi, Dial-A-Taxi	West Hollywood TNC program with Van	Redondo Beach
Eligibility Criteria	Resident 55+ or Disabled	Resident 62+ or Disabled	Resident 65+ or Disabled, Income- based fees	Resident 62+ or Disabled	Resident 62+ or Disabled (WAVE)
Total Population	Pop 16,654,	Pop 19,728	Pop 147,067	Population: 36,145	Population: 71,573
Senior Population	12.5% over 65: 2,081	13.6% over 65: 2,683	16.8% over 65: 24,707	20% over 62: 7,230	13.1% over 65: 9,376 3.4% disabled: 2,433
Number of participants	Approximately 50 registered 2.4% of eligible 65+	119 registered 4.43 % of eligible 65+	1,500 registered 6.07 % of eligible 65+	504 registered 7% of eligible 65+	Assumption of S/D: 4%: 472 participants 7%: 827 participants
Taxi or TNC	TNC- Lyft	South Bay Yellow Cab	All Yellow Taxi, Bell Cab, South Bay Yellow/United Checker Cab Co- op	Administration and Service Contract with Ambiance for lift vehicle or TNC (Lyft/Uber. 95% of trips are TNC)	

Table 3 -Taxi Voucher/TNC Program Parameters and General Information					
Category	El Segundo Dial-a-Ride with Lyft	Hermosa Beach Dial-A-Taxi	Torrance Taxi, Dial-A-Taxi	West Hollywood TNC program with Van	Redondo Beach
Monthly per person maximum value or trips provided	Up to 40 trips @\$15 value Monthly value: \$600	Up to 30 trips @ average \$15 value Monthly value: \$450	Purchase up to 12 ride credits @ \$13 each. Monthly Value: \$156	Purchase up to \$100 ride credits; average 10 trips/month. Eligible for \$200/month (medical).	
Annual Budget of trip expenses	New program. No current data.	FY21: \$55,000	\$1.2M – Pre- COVID \$800K during COVID	\$532,345	
Total Estimated Annual Cost	Up to \$50,000 Excludes Staff costs	Up to \$65,000 Excludes Staff costs	\$1 million Staff Costs: \$100,000	\$648,046 Excludes staff costs	

CITY OF REDONDO BEACH Budget Response Report #6

June 7, 2022

Question:

What is the status of Transit Fund Revenues for FY 2022-23, and how will they be applied throughout the City?

Response:

All transportation programming is projected to be fully funded for FY 2022-23. Beach Cities Transit (BCT), as a recognized Municipal Transit Operator, receives its primary sources of funding from the Los Angeles County Metropolitan Transportation Authority (Metro) under the Countywide Formula Allocation Procedure (FAP) Transit Funds. Many elements of transit funding are voter-approved sales tax measures that provide stable sources of funding for transit activity. The use of Transit Funds and revenues are restricted to transit services and programs and are not eligible for non-transit related uses.

Due to the COVID-19 pandemic, the Federal Government approved the American Rescue Plan Act (ARPA) of 2021 which provided the Los Angeles County region \$1,464,954,367 of public transit formula operating and capital grants to prevent, prepare for, and respond to COVID-19. The ARPA authorizes the City to use these funds for reimbursement of BCT operating expenses, COVID-19 related costs, transit revenue losses, and transportation funding shortfalls. The ARPA transit funding allocations will continue to support FAP and farebox funding shortfalls in FY 2022-23.

Each year Metro approves the Countywide FAP Transit Funds for Municipal Transit Operators, and Proposition A/C, Measure R and Measure M Local Return Fund Allocations in June. Metro has projected a FAP funding increase of approximately 3.3% over FY 2021-22 Local Return revenue estimates based on economic forecasting data. BCT fare and bus pass revenues estimates are conservative, as the resumption of fare collection and BCT bus pass sales will begin later in FY 2022-23.

The City's FAP allocation is based on Metro's fare-unit formula that uses vehicle service miles and passenger revenues as factors to determine the proportionate share of revenue distributed to Municipal Transit Operators. Due to COVID-19, Municipal Transit Operators in the region suspended fare collection, so an average of FY 2019-20 and FY 2020-21 statistics will be used to determine the allocations for FY 2022-23.

Total available transit funds - inclusive of FAP revenues, Proposition A Local Return Funds and ARPA funds - are estimated to be approximately \$5,298,785 for FY 2022-23. The following is a summary of transit revenues for FY 2022-23:

Anticipated FY 2022-23 Transit Fund Revenues

Proposition A Fund Local Return Allocation Reserve Fund	\$ 860,674
Metro Transit FAP Funds Allocation FY 2022-23	\$ 3,126,817
ARPA Federal Transit Funds	\$ 1,341,294
Total Estimated Transit Fund Revenue	\$ 5,298,785

Transportation program expenditures include programming for BCT and WAVE service operations, transit center facilities operations, management and maintenance, transit marketing, transit security, bus pass sales and subsidy programs, senior and youth recreational trips, professional consultants, personnel costs, general transportation administration, and rideshare programming related to Rule 2202 compliance (SCAQMD regulation). In addition to the regular program costs, there will be increased costs related to the additional COVID-19 safety measures that have been implemented for public and operator safety, bus operations, transit operations facility and equipment cleaning. Additionally, Transit Fund expenditures will increase in FY 22-23 when the new transit center facility is operational due to new costs for building, landscaping and parking lot maintenance as well as increased utility usage.

Proposition A Fund Local Return funds require expenditure within three years of funding allocation. The City receives and spends approximately \$1.6 million Proposition A Fund Local Return funds per year; unexpended Proposition A Fund Local Return funds are placed in the Proposition A Special Revenue Fund for future allocation. The FY 2020-21 CAFR lists a fund balance of over \$2M. The City also receives funds from the South Coast Air Quality Management District (SCAQMD), the Federal Transit Administration (FTA), and California Department of Transportation (CALTrans) for capital and special project purchases.

CITY OF REDONDO BEACH Budget Response Report #7

June 7, 2022

Question:

The Proposed Budget includes a Decision Package recommending funding for the restoration of facility hours at the North Branch and Main libraries. What would the North Branch Library hours of operation be if the Decision Package is approved?

Response:

In FY 2020-21, due to COVID-19, facility hours at the North Branch Library were reduced by 8 hours per week, and at the Main Library by 16 hours per week. The combined reduction in hours resulted in part-time savings of approximately \$170,000.

Prior to FY 2020-21, the North Branch was open to the public during the following hours:

Monday – Thursday 12:00 PM – 8:00 PM Saturday 9:00 AM – 5:00 PM

Currently the North Branch is open to the public during the following hours:

 $\begin{array}{ll} \mbox{Monday} - \mbox{Thursday} & 1:00 \mbox{ PM} - 7:00 \mbox{ PM} \\ \mbox{Saturday} & 9:00 \mbox{ AM} - 5:00 \mbox{ PM} \\ \end{array}$

If "Decision Package #5 – Restoration of Library Hours" is approved, the North Branch library will be open to the public during the following hours:

Monday – Thursday 11:00 AM - 7:00 PMSaturday 9:00 AM - 5:00 PM

The realignment of operating hours from 12:00 PM - 8:00 PM to 11:00 AM - 7:00 PM is suggested to better serve patrons during times of peak demand. Restoring the 8-hour Monday through Thursday schedule at the North Branch Library costs approximately \$30,000 per year in additional part-time funds.

CITY OF REDONDO BEACH Budget Response Report #8

June 7, 2022

Question:

Which area library systems have gone fine free? How much annual revenue does the Redondo Beach Public Library typically collect from fines? Why do library systems choose to go fine free?

Response:

Within the last five years, library systems in the following cities and counties have gone fine free: Altadena, Burbank, County of Los Angeles, Glendale, Inglewood, Los Angeles, Monterey Park, Palmdale, Pasadena, Sierra Madre, Simi Valley, Thousand Oaks, and Ventura County.

Library systems in Azusa, Calabasas, Oxnard, and Pomona are considering going fine free in the upcoming fiscal year.

El Segundo Public Library, Palos Verdes Library District, and Santa Monica Public Library are currently fine free for juvenile materials. El Segundo and Santa Monica libraries are considering going fine free for all materials this year.

The Redondo Beach Public Library is budgeted to collect approximately \$12,000 in library fines for overdue materials this fiscal year comprised of approximately \$5,400 in late fines on adult materials and approximately \$6,600 on juvenile materials. Total revenue from library book fines represents 0.3% of the Library's overall budget.

Revenue from fines has decreased over the years due to reduced circulation of physical materials (and a corresponding increase in digital circulation), automatic renewal of items, and the closure of the library system during the COVID-19 pandemic.

Fine revenue since FY 2010-11 is as follows:

Fiscal Year	Amount
FY 2021-22 (to date)	\$5,328.73
FY 2020-21	\$2,751.27
FY 2019-20	\$20,954.06
FY 2018-19	\$41,023.31
FY 2017-18	\$45,484.84
FY 2016-17	\$51,648.48

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FY 2015-16	\$59,438.35
FY 2014-15	\$66,106.46
FY 2013-14	\$77,608.60
FY 2012-13	\$79,032.76
FY 2011-12	\$86,163.16
FY 2010-11	\$96,021.83
TOTAL	\$631,561.85

If the Library were to forgive all previously issued fines (that remain uncollected), the lost revenue would total approximately \$170,000. Approximately 369 Redondo Beach Public Library active cardholders are currently blocked from using the Library due to owing fines of over \$10.00. The blocked cardholders represent 0.6% of total library system participants.

Library systems typically decide to go fine free because it is generally labor intensive to collect and reconcile fines and, from an equity standpoint, fines have been found to have a disproportionate impact on lower-income individuals, keeping them from fully engaging with libraries. It should be noted that fine-free library systems still bill for unreturned items, and a certain number of overdue items prevent a patron from checking out additional materials.

CITY OF REDONDO BEACH Budget Response Report #9

June 7, 2022

Questions:

How does the City's Information Technology Equipment Replacement Program work and what equipment is recommended for replacement in FY 2022-23, per Decision Package #25 - Information Technology Equipment Replacement?

Response:

The City's Information Technology Equipment Replacement Program was established in FY 2005-06 as a way to keep the City's technological infrastructure up to date and to minimize failures and workplace disruption due to unreliable, outdated or failing computer hardware and software. The City had experienced considerable disruption due to old technology from the time it started implementing non-mainframe-based solutions around 1993 up to 2006. The replacement program was funded to combat these disruptions and to proactively maintain a mission critical system. Since the program's implementation, the City has enjoyed a very robust and reliable technological infrastructure.

During each mid-year budget review, IT staff evaluate the equipment replacement schedule and add or remove equipment based on current needs and circumstances. IT staff may also extend or reduce the lifespan based on the condition of the equipment or pending changes in the technological cycle. For example, in FY 2007-08 instead of replacing 21 computer servers, the City funded the implementation of a virtual server infrastructure. At times, equipment is replaced for other reasons than simply reaching the end of its lifespan, such as technological advances or the inability of equipment to run current software.

The spreadsheet used to manage the IT Replacement Schedule was created by Financial Services staff and provided to the IT Department. The schedule is based on the estimated useful lives of the equipment across a 10-year rolling period. The replacement value is calculated using a 3.5% compounded rate against the purchase price of the equipment, software and services for the respective number of life span years assigned. Examples are provided in the below table:

Equipment	Purchase Price	Life Span Years	Replacement Value Full Life (3.5% compounded rate)	Annual Rental
Network Edge Equipment	\$600,000	7	\$971,217	\$138,745
Network Core Routers	\$100,000	7	\$161,869	\$23,124

Each fiscal year, an IT Internal Service Annual Rental charge is assessed to each department for the eventual replacement of technological equipment. These charges are independent of the IT Internal Service Fund charges for personnel and maintenance and operations. The number of departmental computers, computer-related equipment, telephones, and telecom-related items is used to allocate equipment that cannot be identified directly to a department. The total yearly charge (beginning in FY 2006-07) has ranged from approximately \$420,000 to \$736,000 depending on the equipment included in the replacement schedule each year. The charge has declined over time as we move from capital equipment expenses to subscription-based services. The table below contains past departmental annual rental charges:

Fiscal Year	Amount
FY 2022-23	\$496,711
FY 2021-22	\$512,969
FY 2020-21	\$0
FY 2019-20	\$477,706
FY 2018-19	\$462,563
FY 2017-18	\$462,508
FY 2016-17	\$441,795
FY 2015-16	\$488,259
FY 2014-15	\$495,432
FY 2013-14	\$477,234
FY 2012-13	\$494,909
FY 2011-12	\$617,354
FY 2010-11	\$588,166
FY 2009-10	\$636,403
FY 2008-09	\$736,905
FY 2007-08	\$736,905
FY 2006-07	\$420,200

For FY 2020-21, due to budget restrictions, staff extended the life of equipment by one year and suspended the departmental rental charges. This extended the lifespan and replacement cycle of all equipment by one year and saved the General Fund \$454,748 and other funds \$95,158. The end result was a revenue reduction to the Information Technology Fund of \$548,906, representing approximately a 19% reduction in the IT budget.

FY 2022-23 Equipment Replacement:

Each fiscal year, a budget Decision Package is recommended for Council consideration to allocate funds from the IT Replacement Fund to the IT Internal Service Fund for equipment scheduled for replacement. Equipment is only recommended for replacement when it is fully funded - the funds to pay for the FY 2022-23 IT replacement program are currently fully accrued in the IT Replacement Fund.

The amount requested to be allocated each fiscal year depends on which equipment is scheduled to be replaced. It can be more or less than the annual departmental rental charge. Previous years allocations approved by City Council from the IT Equipment Replacement Fund to the IT Internal Service Fund are as follows:

Fiscal Year	Amount
FY 2022-23 (Proposed)	\$211,245
FY 2021-22	\$432,695
FY 2020-21	\$1,133,086
FY 2019-20	\$234,385
FY 2018-19	\$427,712
FY 2017-18	\$105,710
FY 2016-17	\$543,700
FY 2015-16	\$246,533
FY 2014-15	\$220,471
FY 2013-14	\$985,291
FY 2012-13	\$550,298
FY 2011-12	\$327,000
FY 2010-11	\$136,743
FY 2009-10	\$201,875
FY 2008-09	\$436,452
FY 2007-08	\$1,101,301
FY 2006-07	\$441,600

Following are some examples of enterprise wide mission critical systems that have benefitted from the replacement program:

- Data Network Infrastructure (2006, 2013, 2021)
- Telecommunications System (2006, 2012, 2021)
- Public Safety Computer Aided Dispatch and Records Management Systems (2005, 2010, 2015)
- Network perimeter firewalls (2010, 2016)
- Network Equipment Battery Backup (2011, 2015, 2019)
- High speed document imaging scanners (2010, 2014, 2016, 2019)

An appropriation from the IT Equipment Replacement Fund (fully funded for FY 2022-23) to the Information Technology Internal Service Fund (Decision Package #25) is necessary to implement the FY 2022-23 IT replacement program.

In FY 2020-21, in light of the City's financial situation, staff recommended that only City network equipment be replaced as it had reached end-of-life and was showing some signs of instability (noisy fans, failures, unexpected behavior, etc.). All other equipment scheduled for replacement was deferred to FY 2021-22 and as such those funds remained in the IT Equipment Replacement Fund.

Below is a listing of technological equipment scheduled for replacement in FY 2022-23 and the estimated costs that make up the requested \$211,245:

Information Technology:

Replacement Item	Amount
Enterprise Perimeter Firewall	\$43,024
 Acquired in 2016. Equipment will be ~6 years old upon replacement. Protects City network through a host of security features. Newer, more advanced model now available. 	
Copy Center Paper Folder.	\$7,053
 Acquired in 2017. Equipment will be ~5 years old upon replacement. 	
Copy Center Tape Binder	\$7,053
 Acquired in 2017. Equipment will be ~ 5 years old upon replacement. 	
Identification Card printer and Camera	\$7,459
• Acquired in 2018. Equipment will be ~4 years old upon replacement. Used to generate and print City employee identification cards.	

Fire Department:

Replacement Item	Amount
Portable Smart Board	\$9,834
 Acquired in 2016. Equipment will be ~6 years old upon replacement. 	
Fire Vehicle Modem	\$14,252
 Acquired in 2017. Equipment will be ~5 years old upon replacement. Modems connect Fire vehicles to the City network. 	

Engineering:

Replacement Item	Amount
Conference Room Projector	\$2,613
 Acquired in 2015. Equipment will be ~5 years old upon replacement. 	

City Clerk:

Replacement Item	Amount
High Speed Document Scanners – 3 Ea.	\$ 34,353
• Acquired in 2018. Equipment will be ~4 years old upon	
replacement. Used to scan documents into the Laserfiche	
document imaging system.	

City Attorney:

Replacement Item	Amount
Document Scanner	\$6,584
 Acquired in 2018. Equipment will be ~4 years old upon replacement. 	

Library:

Replacement Item	Amount
Receipt Printers	\$6,584
 Acquired in 2018. Equipment will be ~4 years old upon replacement. 	

Police Department:

Replacement Item	Amount
High Speed Document Scanners	\$22,902
 Acquired in 2018. Equipment will be ~4 years old upon replacement. Used to scan documents in to the Laserfiche document imaging system. 	
Briefing Room Projector	\$7,376
 Acquired in 2016. Equipment will be ~6 years old upon replacement. 	
Police Vehicle Modems	\$33,255
 Acquired in 2017. Equipment will be ~5 years old upon replacement. Used to connect Police patrol vehicles to the City network. 	
Video Surveillance View Stations	\$8,906
 Acquired in 2019. Equipment will be ~4 years old upon replacement. Used by PD staff to view and monitor surveillance video. 	

CITY OF REDONDO BEACH Budget Response Report #10

June 7, 2022

Question:

What is the cost for adding shade structures over existing park play equipment similar to what was constructed at Perry Park?

Response:

The existing shade umbrellas used at Perry Park, as shown below, are attached elements of the play structures. Due to structural safety and liability concerns it is not practical to install this type of shade structure on existing play equipment at other parks post construction.



Perry Park Umbrella Shade Feature

The preferred method to increase shade over existing play equipment is to add separate freestanding structures. The two most common types of freestanding shade structures are canopy style and sail style, as pictured below.

The cost for canopy style structures ranges from \$7,000 to \$50,000, depending on the size and height of the structure. The most popular size, a 20' x 20' structure with an eight-foot entry height, costs roughly \$10,000. Installation costs, which includes concrete footings, support columns and associated hardware, vary significantly depending on the size of the play structure and the type of surface on which it sits. Installation costs range from \$15,000 to \$50,000. The cost to install a 20' x 20' structure is about \$18,000.



Canopy Style Shade Structure

Sail style structures are more expensive than canopy structures, with costs ranging from \$10,000 to \$75,000. The cost for a structure with 20-foot sides is about \$18,000. Installation costs are similar to that of canopy style structures.



Sail Style Shade Structure

The Public Works Department's annual operating budget does not include funding for the installation of shade structures at existing play equipment facilities. If the City Council would like to install additional shade structures, it is recommended that the park sites be identified and specific project funding be appropriated as part of the Capital Improvement Program.

CITY OF REDONDO BEACH Budget Response Report #11

June 7, 2022

Question:

What is the cost to purchase and install radar feedback signs that collect vehicle speed data?

Response:

The Public Works Department has deployed a number of static radar feedback (RFB) signs and is in the process of obtaining more to improve driver awareness, calm traffic, and reduce vehicle speeds. These "static" RFB signs are in addition to the portable signs mounted on trailers used by the Police Department.

In the current Public Works inventory, the RFB signs provide an instantaneous display of the speed of an approaching vehicle but do not track or retain data. Newer sign technology can support remote monitoring and data collection from the RFB signs, including a cloud-based data mining and reporting platform. These RFB signs communicate via on-going cellular service, which is bundled upfront as part of the purchase. Solar powered options also exist to simplify placement compatibility.

The price for the sign (hardware), software and cellular subscriptions, with a 10-year maintenance term has a one-time cost of approximately \$7,500 per sign unit. Most locations utilize two RFB signs, with one pointed in each travel direction. The installations have been performed by City crews, but could be contracted out in the future to avoid impacts on staff resources. Installation costs vary depending on whether an existing pole can be used for mounting or a separate pole must be purchased and installed at the desired location. Cost for installation and materials is estimated below for four scenarios, based on current market pricing.

Existing Pole Installation / Contractor		New Pole Installati	ion / Contractor
RFB Sign	\$7,500	RFB Sign	\$7,500
Labor	\$1,000	Labor	\$4,000
		Materials (pole, ba	se, etc.) \$2,500
Total	\$8,500	Total	\$14,000
Existing Pole Installation / City Crews			
Existing Pole In	nstallation / City Crews	New Pole Installati	ion / City Crews
Existing Pole In RFB Sign	stallation / City Crews \$7,500	New Pole Installati RFB Sign	ion / City Crews \$7,500
<u>-</u>	-		
RFB Sign	\$7,500	RFB Sign	\$7,500 \$1000

CITY OF REDONDO BEACH Budget Response Report #12

June 7, 2022

Question:

What would be the cost to install a dog run in Czuleger Park?

Response:

Most areas of Czuleger Park are not suitable for a dog run because the terrain is too sloped and do not allow for ADA compliance. However, there is a suitable flat area in the northwest corner of the park, outlined in red below.



This area is ADA accessible, as it is serviced by the elevator in the Plaza Parking Structure. It is also the furthest location from residences which would ease potential noise concern. A dog run of approximately 3,600 square feet could be created in this area.

The costs would be as follows:

Install perimeter fencing:	\$22,000
Install gate and holding area:	\$1,000
Install dog waste bag dispensers:	\$75
Install wood chips:	\$750
Install signage:	\$500
General site improvements:	\$5,000
Irrigation system modifications:	\$2,000
15% contingency	\$4,700
Total	\$36,025

It should be noted that the dog run would also create on-going costs for maintenance and operation. The Public Works Department estimates an annual cost of roughly \$15,000 for trash and waste removal, restocking waste bags, replacing wood chips and other necessary maintenance.

The creation of similar dog runs in other parks throughout town have been popular and widely used by members of the community without greenspace to safely run their dogs in or around residences.

CITY OF REDONDO BEACH Budget Response Report #13

June 7, 2022

Question:

What special events were designated as "Signature Events" and received City subsidy prior to the COVID related budget reductions in Fiscal Year 2020-21? What is the City's special event review and approval process? What are special event organizers charged for City expenses?

Response:

Prior to FY 2020-21, special events occurring on public property fell into one of three categories: (1) Signature Events, (2) City-Initiated Events; and (3) Other Special Events. While these three categories are collectively referred to as "Special Events," there are important distinctions between the three categories as noted below.

<u>Signature Events</u> – Prior to FY 2020-21, there were six designated Signature Events that received City funding and/or staff support. The list of Signature Events and the degree of support was reviewed annually by the City Council as part of the budget process. In addition to subsidizing staff costs in identified annual amounts, the City waived rental, permit, and parking fees for these events.

Prior to FY 2020-21, the following event subsidies were in place:

Signature Events	General Fund	Tidelands	Uplands
Super Bowl 10K Run/Walk	\$20,000	\$ -	\$ -
Lobster Festival	\$ 5,500	-	-
Springfest Carnival	\$ 8,190	-	-
Riviera Village Summer Festival	\$ 2,500	-	-
Riviera Village Holiday Stroll	\$ 2,500	-	-
4 th of July City Fireworks*	\$ -	4,200	16,800

^{*}The City's annual Fireworks event used to be hosted by a contract partner that collected all event fees and covered all costs beyond the identified subsidy. The City's subsidy was offset by retained parking fees.

It should be noted that there were two additional special events, not designated as "Signature", that received a cost waiver from the City, the King Harbor Sea Fair (\$2,000) and the King Harbor Boat Parade (\$2,000).

As a budget savings measure in FY 2020-21, the City eliminated signature event subsidies and required all event sponsors to fully cover event costs. As a result of this

policy change and due to COVID related group gathering restrictions and a lack of anticipated participation, several special events did not occur in FY's 2020-22 including three historic signature events; the Riviera Village Summer Festival, the Lobster Festival, and the Springfest Carnival.

Other Special Events – All other special events are subject to the City's review policy for special events as outlined below. These special events are required to pay all requisite fees and to cover any resulting costs to the City. On an annual basis, the Community Services Department prepares an event calendar which lists these special events with dates and locations to be published on the City's website. Some of these events were not held in FY 2021-22, including the South Bay Greek Festival and the St. Patrick's Day 5k Run.

<u>City-Initiated Events</u> – Additionally, there are a limited number of City-Initiated events which are sponsored and funded through City department budgets as part of their regular work program including the Community Open House, Volunteer Appreciation, Egg Hunt, and the Senior Health Fair. These events are largely self-contained and do not create impacts causing concern to residents or businesses and are funded through annual department operating budgets.

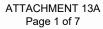
<u>Special Event Review/Approval Process</u> – The Community Services Department receives special event applications and coordinates the interdepartmental review of all special events. The process flows as follows:

- 1. Upon receipt of the completed application, Community Services staff will distribute an electronic copy of the completed Special Event Application to the Special Events Review Committee comprised of the following individuals:
 - a. Traffic Engineer
 - b. Police Chief or designee
 - c. Fire Chief or designee
 - d. Public Works Director or designee
 - e. RCS Director or designee
 - f. Risk Manager
 - g. Waterfront & Economic Development Director or designee
 - h. Community Development Director or designee
- 2. Requirements and cost estimates concerning the special event application are the collected via e-mail. In the event of significant concerns, a meeting of the above individuals is scheduled to review the application. In some cases, there is a pre-meeting of the Special Events Review Committee prior to the meeting held with the event promoter.
- The event plan is modified/finalized based on direction from the Review Committee and the event is then executed with the identified supporting City resources.

4. Following the event, each impacted City department submits final charges for event support. Charges vary based on the size and scope of the event and typically include Public Safety staffing, Public Works support, Traffic Control Plan and Building Safety Inspections, and associated permit fees.

<u>City Charges for Special Events</u> – Invoices for each of the past year's events have been included as attachments to the BRR to illustrate typical City event charges. The attached invoices include the following special events:

- July 4 5K Run/Walk
- 4th of July Fireworks & Festival for a Fun 21
- Beach Life Festival September
- LA Kings 5K/Walk
- Halloween Trick or Treat Stroll
- Riviera Village Holiday Stroll
- Redondo Beach Superbowl Sunday 10K





SPECIAL EVENT

INVOICE

DATE:

12-Jul-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171

EVENT DATE:

3-Jul-21

EVENT:

Independence Day 5K Run/Walk and Kids' Dash

SPONSOR:

Village Runner Racing

ADDRESS/CITY:

318 Ave I, #509, Redondo Beach, CA 90277

CONTACT:

Mike Ward, 310-993-6453

DEPARTMENT	DESCRIPTION	AM	OUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day		я	10018000-400140	S1009
Community Services	Special Event Processing Fee	\$	50.00	10032000-405520	S1009
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E			10052100-410720	S1009
Fire	Fire Inspection Fee		(7)	10022100-410500	S1009
Fire/Harbor Patrol	Fire Dept Standby: 24 staff hours		-	10022400-410520	S1009
Waterfront/Econ Dev	Tidelands Revenues		(Mr.	60045200-405010	S1009
Waterfront/Econ Dev	Uplands Revenues		-	60145200-405010	S1009
Police/Staffing	Police Fees/Staffing	\$	14,041.00	10021180-410910	S1009
Police/Sound Variance	Sound Variance Permit	\$	72.00	10021150-410910	S1009
Police/Parking Enforcement	Parking Meter Fees		8	10021200-410900	S1009
Public Works	Street Maintenance	\$	3,903.30	10051800-411920	S1009
Community Services	Seaside Lagoon Rent / Staffing		40	60032600-410010- R1013	S1009
Community Services	Veterans Park - Rent / Staffing			10032500-405010	S1009
TOTAL DUE:		\$1	18,066.30		

Insurance/Waiver of Liability Cleared on: 6/29/21

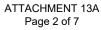
Pay to: City of Redondo Beach

Attn: Cashier's Office/Special Events

P.O. Box 270, Redondo Beach CA 90277

^{**} All Health Department, ABC, and other governmental regulations must be obeyed **

^{*} For weekend/off-hour emergency contact list, call Police Front Desk: 310-379-2477, option 1, Ext. 2351





SPECIAL EVENT INVOICE

DATE:

12-Jul-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171

EVENT DATE:

4-Jul-21

EVENT:

4th of July Fireworks & Festival for a FUN 21

SPONSOR:

Pike Properties and Management

ADDRESS/CITY:

1611 S Catalina Avenue #115

CONTACT:

Jeff Ginsburg, 310-462-3221

					PROJECT
DEPARTMENT	DESCRIPTION	AMC	DUNT DUE	ACT NO.	NO.
Business License	Business License Tax, \$34x1 day		*	10018000-400140	S9999
Community Services	Special Event Processing Fee	\$	50.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E		2	10052100-410720	S9999
Fire	Fire Inspection Fee		ě	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby: 24 staff hours	\$	1,693.52	10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues		#	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues			60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$	8,910.00	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit	\$	72.00	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees	\$	1,248.00	10021200-410900	S9999
Public Works	Street Maintenance		2 40	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-		60032600-410010- R1013	S9999
Community Services	Veterans Park - Rent / Staffing		-	10032500-405010	S9999
TOTAL DUE:		\$1	1,973.52		

Insurance/Waiver of Liability Cleared on: 6-2-21

Pay to: City of Redondo Beach

Attn: Cashier's Office/Special Events P.O. Box 270, Redondo Beach CA 90277

^{**} All Health Department, ABC, and other governmental regulations must be obeyed **

^{*} For weekend/off-hour emergency contact list, call Police Front Desk: 310-379-2477, option 1, Ext. 2351.

ATTACHMENT 13A Page 3 of 7



DATE: 12/2/21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171

EVENT:

Beach Life Festival - 2021

SPONSOR:

Sanford Ventures

ADDRESS/CITY:

P.O. Box 809, Hermosa Beach, CA 90254

CONTACT:

Allen Sanford

DEPARTMENT	DESCRIPTION	AMOUNT DUE	ACT NO.	PROJECT NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S9999
Community Services	Special Event Processing Fee		10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	=	10052100-410720	S9999
Fire	Fire Inspection Fee	2	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby	\$ 15,816.00	10022400-410520	S1034
Waterfront/Econ Dev	Tidelands Revenues	9	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$ 50,282.51	10021180-410910	S1034
Police/Sound Variance	Sound Variance Permit	=	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees	=	10021200-410900	S9999
Public Works	Street Maintenance	¥	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010- R1013	S9999
Community Services	Veterans Park - Rent / Staffing	=	10032500-405010	S9999
TOTAL DUE:		\$66,098.51		

ATTACHMENT 13A Page 4 of 7



SPECIAL EVENT INVOICE

DATE: 9/21/21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext., 3466

EVENT DATE:

9/18/2021

EVENT:

LA Kings 5K in Redondo Beach

SPONSOR:

L A Kings

ADDRESS/CITY:

555 N Nash St El Segundo CA 90245

CONTACT:

Jennifer Pope

		AMOUNT		PROJECT
DEPARTMENT	DESCRIPTION	DUE	ACT NO.	NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S9999
Community Services	Special Event Processing Fee	\$ 50.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	2	10052100-410720	S9999
Fire	Fire Inspection Fee	-	10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby - 2 bike medics	\$ 720.00	10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S9999
Police/Staffing	Police Fees/Staffing	\$ 12,602.25	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit	2	10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees - 6 hrs x 87 spaces	\$ 783.00	10021200-410900	S9999
Public Works	Street Maintenance	\$ 4,323.80	10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing	-	60032600-410010- R1013	S9999
Community Services	Veterans Park - Rent / Staffing		10032500-405010	S9999
TOTAL DUE:		\$18,479.05		

ATTACHMENT 13A Page 5 of 7



SPECIAL EVENT INVOICE

DATE:

2-Nov-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE:

31-Oct-21

EVENT:

Halloween Trick or Treat Stroll

SPONSOR:

Riviera Village Association

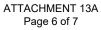
ADDRESS/CITY:

265 Avenida Del Norte, Redondo Beach, CA 90277

CONTACT:

Kimberly Judy, 310-792-1355

		AMOUNT	Ī	PROJECT
DEPARTMENT	DESCRIPTION	DUE	ACT NO.	NO.
Business License	Business License Tax, \$34x1 day		- 10018000-400140	S9999
Community Services	Special Event Processing Fee	\$ 50.00	10032000-405520	S9999
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E		10052100-410720	S9999
Fire	Fire Inspection Fee		10022100-410500	S9999
Fire/Harbor Patrol	Fire Dept Standby		10022400-410520	S9999
Waterfront/Econ Dev	Tidelands Revenues		60045200-405010	S9999
Waterfront/Econ Dev	Uplands Revenues		60145200-405010	S9999
Police/Staffing	Police Fees/Staffing - 14 hrs	\$ 1,890.00	10021180-410910	S9999
Police/Sound Variance	Sound Variance Permit		10021150-410910	S9999
Police/Parking Enforcement	Parking Meter Fees 62 spaces x 5 hrs	\$ 465.00	10021200-410900	S9999
Public Works	Street Maintenance		10051800-411920	S9999
Community Services	Seaside Lagoon Rent / Staffing		60032600-410010- R1013	S9999
Community Services	Veterans Park - Rent / Staffing		10032500-405010	S9999
TOTAL DUE:		\$2,405.0	0	





SPECIAL EVENT INVOICE

DATE: 8-Dec-21

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE:

2-Dec-21

EVENT:

Riviera Village Holiday Stroll

SPONSOR:

Riviera Village Association

ADDRESS/CITY:

1799 S Catalina Ave, Unit RVA, Redondo Beach, CA 90277

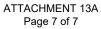
CONTACT:

Kimberly Judy, 310-792-1355

		AMOUNT		PROJECT
DEPARTMENT	DESCRIPTION	DUE	ACT NO.	NO.
Business License	Business License Tax, \$34x1 day	-	10018000-400140	S1015
Community Services	Special Event Processing Fee	<u>~</u>	10032000-405520	S1015
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	2	10052100-410720	S1015
Fire	Fire Inspection Fee	-	10022100-410500	S1015
Fire/Harbor Patrol	Fire Dept Standby	-	10022400-410520	S1015
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S1015
Waterfront/Econ Dev	Uplands Revenues	-	60145200-405010	S1015
Police/Staffing	Police Fees/Staffing: 4 officers	\$ 2,700.00	10021180-410910	S1015
Police/Sound Variance	Sound Variance Permit		10021150-410910	S1015
Police/Parking Enforcement	Parking Meter Fees 62 spaces x 10 hrs	\$ 930.00	10021200-410900	S1015
Public Works	Street Maintenance	,	10051800-411920 60032600-410010-	S1015
Community Services	Seaside Lagoon Rent / Staffing	Lagoon Rent / Staffing -		S1015
Community Services	Veterans Park - Rent / Staffing		10032500-405010	S1015
TOTAL DUE:		\$3,630.00		

Pay to: City of Redondo Beach

Attn: Cashier's Office/Special Events P.O. Box 270, Redondo Beach CA 90277





SPECIAL EVENT INVOICE

DATE: 3-Mar-22

415 Diamond Street, Redondo Beach, CA 90277 (310) 372-1171 ext. 3466

EVENT DATE:

February 12-13, 2022

EVENT:

Redondo Beach Superbowl Run

SPONSOR:

Redondo Beach Chamber of Commerce

ADDRESS/CITY:

1611 S Catalina Ave, #204, Redondo Beach, CA 90277

CONTACT:

Dominik Knoll

		AMOUNT		PROJECT
DEPARTMENT	DESCRIPTION	DUE	ACT NO.	NO.
Business License	Business License Tax, \$34x1 day		10018000-400140	S1001
Community Services	Special Event Processing Fee	2	10032000-405520	S1001
Public Works/Eng. Div.	Street Closure Permit/inspection. ID/signature required in Eng/Door E	*	10052100-410720	S1001
Fire	Fire Inspection Fee	-	10022100-410500	S1001
Fire/Harbor Patrol	Fire Dept Standby	\$ 1,800.00	10022400-410520	S1001
Waterfront/Econ Dev	Tidelands Revenues	-	60045200-405010	S1001
Waterfront/Econ Dev	Uplands Revenues		60145200-405010	S1001
Police/Staffing	Police Fees/Staffing	\$ 41,700.75	10021180-410910	S1001
Police/Sound Variance	Sound Variance Permit	~	10021150-410910	S1001
Police/Parking Enforcement	Parking Meter Fees: 62 spaces x 4 hrs	\$ 372.00	10021200-410900	S1001
Public Works	Street Maintenance/Staffing	\$ 11,317.46	10051800-411920	S1001
Community Services	Seaside Lagoon Rent - 3 days	\$ 1,500.00	60032600-410010- R1013	S1001
Building Services	Electrical/Generator Permits	\$ 583.20		S1001
TOTAL DUE:		\$ 57,273.41		

Pay to: City of Redondo Beach

Attn: Cashier's Office/Special Events P.O. Box 270, Redondo Beach CA 90277

June 7, 2022

Question:

What is the Fire Department doing to address training needs?

Response:

The recent assessment of the Fire Department identified inconsistent training as one of the principal concerns of Redondo Beach Firefighters. Inconsistent training is defined by the organization as the varied delivery and practice of the core firefighter skills used by members during emergency response. The Fire Department has developed an ambitious multifaceted approach to resolve this concern. These strategies include developing a comprehensive Training Matrix (see attached), assigning a Fire Division Chief to training as their principal responsibility, and hiring subject matter experts to deliver curriculum to all personnel. Decision Package #'s 18 and 53 support resolving these inconsistencies and providing top level training for all members of the department.

COMPREHENSIVE TRAINING MATRIX

Historically the Fire Department has relied on quarterly training exercises to maintain competency. This system has not grown as the demands for Fire Department services have expanded. This has resulted in inconsistencies between shifts as members work on different skills in varying ways. This variance is a challenge for employees as they work with different supervisors. This spring, the Fire Department assigned personnel to develop a Training Matrix in response to this identified weakness. Three months of staff work were committed to developing a comprehensive plan to satisfy the following benchmarks:

- Capture the Fire Department core competencies
- Provide a unified, systematic skill delivery that develops similar emergency operations
- Create a simple and easy to use plan
- Implement a training cycle that is coordinated with other regional Fire Departments
- Provide a paperless system that documents all members completing training
- Obtain buy-in and contribution from all members
- Develop skills that could be delivered by different members of the organization with similar results

The Training Matrix is currently being beta tested with several modules. The complete application of the plan is anticipated by the start of FY 2022-23. The Training Matrix covers a two-year cycle to capture all of the required Fire Department core competencies. Appendix A is a copy of the Redondo Beach Training Matrix with Quick Response (QR) code access. Each month introduces operational competencies with related skills sheets and reference material for review. Over 240 hours of training are captured in the Training

Matrix with an additional 36 hours of emergency medical continuing education. The primary focus of all training is the hands-on application of identified critical job performance competencies. The Training Matrix also incorporates a digital library with videos developed by the Redondo Beach Fire Department that highlight operational best practices.

TRAINING DIVISION CHIEF

Inconsistent training was also the product of different Fire Division Chiefs and Captains taking on the responsibility of training oversight. This process invariable created widely diverse practices and frustration among team members. In June, an acting Division Chief position was assigned training as their primary area of responsibility. This Fire Division Chief is charged with implementing the Training Matrix, standardizing the department practices, and updating the methods used to document training. As part of the executive staff the Division Chief position has the influence and organizational oversight to completely overhaul the department training process. The Training Division Chief also has the ability to impact change at the highest levels of the organization. The Fire Department training records also require a significant overhaul. Since the Fire Department lost the Training Officer position in 2008, training files have been irregularly updated and completed. Direction from the Training Fire Division Chief, with support from administrative staff, will confirm that training is delivered effectively and then properly documented.

SUBJECT MATTER EXPERTS AND TRAINING RESOURCES

The Redondo Beach Fire Department is an "all-risk" response agency, meaning that the agency is accountable for any emergency that our community may face. Emergency response competencies that are high-risk but low frequency require expertise found outside of the agency. Examples of these types of responses include hazardous materials, wildfires, technical rescues, and automobile extrications. Decision Package # 53 supports the hiring of experts from across the country to teach our Firefighters the best practices to mitigate high-risk emergencies. Using outside instructors also allows the Fire Department to have the same material delivered by experts to all of our Firefighters, reducing inconsistencies. An example of this type of specialized high-risk training is our Hazardous Materials IQ course presented by the experts from Federal Resource. These instructors work for the Miami-Dade Fire Department and travel across the country to teach Redondo Beach Firefighters. They have developed a system and curriculum that allows our Firefighters to rapidly identify the risks associated with any hazardous material spill and, if we can, rescue exposed victims.

A second component to improve training consistency is having the training resources to support hands-on practice. DP # 18 supports the Fire Department hiring outside experts and purchasing the props to support that training. Currently one of our high-risk Fire Department operations is ventilation, where our Ladder Truck Firefighters make access to the roof of a building to release the smoke from inside the structure. This operation allows firefighters inside of the structure to locate victims and determine where the fire is burning. This skill requires constant practice to safely and effectively master. Currently our firefighters travel to Manhattan Beach or the El Camino Fire Academy to use their ventilation training prop.

This limits their access to practice and developing ventilation skills is a challenge due to the infrequent exposure. DP # 18 supports the Fire Department building a ventilation training prop in Redondo Beach. This will allow firefighters to frequently practice a skill that can make a critical difference in rescuing victims in a fire.



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TRAINING MATRIX 2023-2024

"Training Mission
Statement Here"

TABLE OF CONTENTS

- 1.Cover Sheet
- 2. Introduction
- 3. Table of Training Disciplines
- 4. QR Code to Master Schedule & QR Code
- to Master Online Library
- 5. Master Schedule for 2022,2023,2024
- 6. Drill Evolution Template
- 7. Skill Sheet Evolution Template
- 8. Monthly Training Record

To do as a group/presentation:

- 1. Develop Training Mission Statement
- Understand Master Schedule and Rx Training
- 3. Evolution Template
- 4. Skill Sheet Template
- 5. APS and Sending Recorded Training to Training Department



Introduction

The Redondo Beach Fire Department is striving to increase the competency during emergency response while simultaneously increasing the safety of personnel. We are also always seeking to improve our customer service for the citizens, business partners, and visitors of Redondo Beach. As such, a thorough training program is being built to ensure standardized, consistent training for all members of the fire department. The purpose of this document is to provide systematic training to improve the efficiency and reliability of emergency response.

This training document will provide The Redondo Beach Fire Department with a detailed, multi-year training plan. This training plan is developed to create a safe, positive, and effective training environment. The training topics will enable all personnel to build upon foundational skills and to learn new and innovative firefighting concepts and techniques. The structure and content of this plan strives to provide the agency with a clear and concise training guide. Utilizing this guide will provide weekly, monthly, quarterly and annual training topics. The goal will be to follow this guide to meet the needed training topics set forth in this plan. Flexibility and revision will be expected as new training opportunities and agency and community needs arise or new events develop.

Personnel will be encouraged to promote personal training accountability, innovative thinking, and teamwork during all training activities. Reviewing training topics and skills prior to the training drills can also improve the training efficiency. It is imperative to create a new culture and mindset when it comes to training. Those cultural changes should include:

- providing training topics in advance
- providing resources to prepare personnel prior to topics
- encouraging positive dialogue, accepting that errors occur, and learning from them as an agency

Each discipline will be covered systematically throughout the training year. Topics will be loaded into the training matrix, so all crews can follow a consistent training schedule. The material covered will be developed by the captain assigned to that particular discipline. Station captains will ensure all training is provided to their respected shifts each month. Skill sheets, reference material, and video links will be uploaded as they are developed. This information will help personnel review material prior to training. Training records will be logged throughout the month to ensure proper record keeping and accountability.

Overview of training discipline are listed below:

Engine Company Operations	Quarterly	HOURS TBD
Truck Company Operations	Quarterly	HOURS TBD
RIC/VEIS/Search and Rescue	Bi-Annually	HOURS TBD
HAZMAT	Annually	HOURS TBD
Technical Rescue	Bi-Annually	HOURS TBD
Officer Development	Bi-Annually	HOURS TBD
Multi-Causality Incidents	Annually	HOURS TBD
Apparatus Operator	Quarterly	HOURS TBD
Multi-Company	Quarterly	HOURS TBD
Rapid Fire	Monthly	HOURS TBD
EMS Continuing Education	Monthly	HOURS TBD
Boat Operations	Monthly	HOURS TBD
APS Online Topics	Monthly	HOURS TBD







REDONDO BEACH FIRE DEPARTMENT

TRAINING SCHEDULE AND SKILL SHEETS

RBFD TRAINING SCHEDULE
WWW.REDONDO.ORG/RBFDTRAINING



RBFD SKILL SHEETS
WWW.REDONDO.ORG/RBFDTRAININGDOCS



Redondo Beach Fire Department

401 South Broadway Redondo Beach, California 90277 Ph: (310) 318-0663 Fax: (310) 376-3407



REDONDO BEACH FIRE DEPARTMENT TRAINING SCHEDULE 2022



JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
ENGINE OPS	TRUCK OPS	R.I.C. VEIS S&R	ENGINE	WILDLAND	TRUCK	ENGINE OPS	TRUCK OPS	R.I.C. VEIS	ENGINE	TRUCK	MAKE UP
OFFICER	HAZMAT	TECH RESCUE	PUMP OPERATOR	AERIAL OPERATOR	MCI	OFFICER	Water Rescue	TECH RESCUE	PUMP OPERATOR	AERIAL OPERATOR	MAKE UP
EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS
RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE
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REDONDO BEACH FIRE DEPARTMENT TRAINING SCHEDULE 2023



JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
ENGINE OPS	TRUCK OPS	R.I.C. VEIS S&R	ENGINE	WILDLAND	TRUCK	ENGINE OPS	TRUCK OPS	R.I.C. VEIS	ENGINE	TRUCK	MAKE UP
OFFICER	HAZMAT	TECH RESCUE	PUMP OPERATOR	AERIAL OPERATOR	MCI/Acitive	OFFICER	Water Rescue	TECH RESCUE	PUMP OPERATOR	AERIAL OPERATOR	MAKE UP
EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS
RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE
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REDONDO BEACH FIRE DEPARTMENT TRAINING SCHEDULE 2024



JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
ENGINE OPS	TRUCK OPS	R.I.C. VEIS S&R	ENGINE	WILDLAND	TRUCK	ENGINE OPS	TRUCK OPS	R.I.C. VEIS	ENGINE	TRUCK	MAKE UP
OFFICER	HAZMAT	TECH RESCUE	PUMP OPERATOR	AERIAL OPERATOR	MCI	OFFICER	Water Rescue	TECH RESCUE	PUMP OPERATOR	AERIAL OPERATOR	MAKE UP
EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS	EMS
RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE	RAPID FIRE
BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS	BOAT OPS
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F M M M S



Candidate/Firefighter SMITH

Evaluator/Instructor JOHNSON

Date 05/03/2022

Evolution Performed:	AUTO EXTRICATION
Equipment needed:	TRUCK 61 & HOLMATRO TOOLS
Performance Objective	CUT DOORS OFF VEHICLE
Evolution/Skill Steps	
1. ESTABLISH TOO <mark>L C</mark> ASH V	WITH HOLMATRO AND NEW HURST JAWS OF LIFE
2. ASSESS DAMAGE OF VEH	IICLE AND DEVELOP A JAWS OF LIFE PLAN
3. PROVIDE PATIENT CARE	ONCE VEHICLE IS STABILIZED
4. UTLILIZE RES <mark>UCE 42'S FO</mark>	OR EXTRA STABILIZATION
5. UTILIZE JAWS OF LIFE TO	CUT DOORS OFF VEHICLE
6. CONTINUE PATIENT CAR HOSPITAL	E AND TRANSPORT PATIENT WITH RESCUE 61 TO
7. CLEAN UP DEBRIS AND C	OIL FROM VEHICLE
8. RETURN EQUIPMENT TO	IN SERVICE CRITERIA
	FIRE







Candidate/Firefighter

Evaluator/Instructor

Date

Evolution Performed:	Holmatro Extrication Equipment			
Equipment needed:	T61, Power Unit, Cutters, Spreade	rs, Rams	?	THE REAL PROPERTY.
Performance Objective	Assemble Equipment and Perform	Extricat	ion	
Evolution/Skill Steps	See Below			
Time	10 Mins	7/		
threshold. • Fails to create a purchase point • Operates the tool while position • Fails to manage panel moveme • Fails to secure the door and har from vehicle. • Inappropriately utilizes tools do	t prior to attempting to spread the do ned between the tool and the vehicle ent or has to be stopped for personne we assistance in supporting the door uring the operation. i.e. uses the cut the proctor must step in and stop the	oor. e. prior to ter tips to	ipment s comple o create ion.	safety. tely removing
1.Build tool cache will all extric				Complete
	ation equipment and Rescue 42's.			Complete
2.Assemble Holmatro Tools and				Complete
2.Assemble Holmatro Tools and 3.Peal and Peek Prior to cutting	I prepare to perform extrication.			Complete

5.Creates purchase point when needed.***			
6.Demonstrates safe practices when spreading or cutting. (avoids being in between vehicle and tools).***			
7.Demonstrates safe practices by using 10,10, 20 airbag space whenever in vehicle.***			01
8.Utilizes assistant to secure and remove door prior.			
9.			P
RB			
	U		
		\Box'	
	卬		
FIRE			



Training Record

Topic – Engine Company and Officer Training

Shift - A1

January

Personnel

//F	Engine	Officer
Boster	X	Mx
Yamamoto	X	N X
Hong	X	
Odell	X	
Godinez	Х	
Diaz	Missed	
Carvutto	Missed Manda	atory
Archam <mark>ba</mark> ult	x	

June 7, 2022

Question:

What would it cost to repave Avenue I between Catalina Avenue and Elena Avenue?

Response:

The 2020 Pavement Management System Report (2020 Report) included a survey and evaluation of the pavement along the stretch of Avenue I between Catalina Avenue and S. Elena Avenue and provided a Pavement Condition Index (PCI) for the street segment of 52. This portion of Avenue I is approximately 55,590 square feet, which is equivalent to 6,177 square yards. PCI scores in this range are typically not good candidates for slurry seal treatment and require more intensive rehabilitation methods.

The recommended treatment for blocks with a PCI of 52 is typically a mill and thick overlay. The estimated unit cost for this treatment in the 2020 Report is set at \$50 per square yard.

<u>Avenue I – Catalina Avenue to S. Elena Avenue Construction Costs</u>

Total square yardage of asphalt: 6,177/SY
Unit cost for grind and thin overlay: 50/SY
Cost for Rehabilitating Pavement: \$308,850

The above cost is only for paving rehabilitation and should not be used for budgeting without accounting for the additional work done by the City when these projects go to construction. There are additional costs to prepare design documents, repair concrete curb, gutter and ADA curb ramps as required, add back striping, replace traffic signal loops that are damaged in the milling process, and provide construction management and inspection services. For budgeting purposes, this number should be escalated by 25-30% to account for the other elements involved in completing the work. As such, the total cost to repave Ave I between Catalina and Elena Avenues is estimated to be \$400,000.



June 7, 2022

Question:

What is the cost to enhance the crosswalks at S. Catalina Avenue and S. Elena Avenue?

Response:

The intersection of S. Catalina Avenue and S. Elena Avenue is a three-legged intersection with all-way stop controlls and upgraded solar powered flashing LED stop signs. Recently, as part of the crosswalk enhancements at the intersection, a curb bulbout was added to the west side of S. Catalina Ave to focus pedestrian crossing at this location and to add visibility to pedestrians emerging from the sidewalk. In addition, high visibility continental-style crosswalks were added to the north and east legs.

As the crosswalks are already enhanced with flashing all-way stop controls, a bulbout, and high visibility crosswalk markings there are limited options for further enhancement due to regulations in the California Manual on Uniform Traffic Control Devices (CA-MUTCD) outlined in Section 4N.02 In-Roadway Warning Lights at Crosswalks. The Section states, "If used, In-Roadway Warning Lights at crosswalks shall be installed only at crosswalks with applicable warning signs. They shall not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic signals."

One remaining option is the installation of raised pavement reflective markers in the crosswalk that would increase visibility for oncoming motorists, especially at night. The cost to add raised pavement markers is approximately \$500 for this intersection.

June 7, 2022

Question:

What is the cost to enhance the crosswalks at Grant Avenue and Aviation Blvd.?

Response:

The intersection of Grant Avenue and Aviation Blvd is an offset four-legged intersection (Grant Ave is opposite Ormond Lane) that is controlled by a traffic signal, with pedestrian heads at each corner. As such, there are limited options for enhancing the crosswalks with more electronic devices (e.g. beacons or rapid flashers) due to regulations in the California Manual on Uniform Traffic Control Devices (CA-MUTCD), as outlined in Section 4N.02 In-Roadway Warning Lights at Crosswalks. The Section states, "If used, In-Roadway Warning Lights at crosswalks shall be installed only at crosswalks with applicable warning signs. They shall not be used at crosswalks controlled by YIELD signs, STOP signs, or traffic signals."

The remaining enhancement options at this intersection include upgrading the current standard crosswalks to high visibility continental style crosswalks and installing a Turning Vehicles Yield to Pedestrians (R10-15) sign to remind drivers who are making turns to yield to pedestrians. The cost to complete these enhancements is approximately \$3,500.

June 7, 2022

Question:

What do other cities charge merchants for use of outdoor dining parklets in the public right of way? How much parking meter revenue is lost per parking space and what expenses are involved in constructing a dining deck?

Response:

Staff contacted neighboring/comparable cities that have installed dining decks in public rights of way and found a wide variation of assigned fees and charges.

Neighboring Cities (alphabetical)

El Segundo – does not currently charge rent for dining decks or for the segment of Richmond Street that has been closed to traffic and used for outdoor dining.

Gardena - No rental fees on record.

Hawthorne – No rental fee on record. Application fees suspended through 06/30/2022.

Hermosa Beach - \$1.50 per square foot of area utilized.

Lawndale - No rental fees on record.

Manhattan Beach - \$3.00 per square foot. The fee is currently suspended to assist restaurants in recovering from pandemic impacts.

Other Comparable Cities (alphabetical)

Beverly Hills – Fees suspended through 12/31/2022, with fees varying from \$2.50 to \$5.00 per square foot for parklet dining under consideration by the OpenBH Conversion Code and Fee Structure Subcommittee.

Culver City - \$1.08 per square foot, plus a ROW Restoration Assessment, a Sewer Assessment, and an Application Fee.

Pasadena – Fees Suspended through 06/30/2022. Rates vary from \$0.51-\$1.34 per square foot and include an additional per spot parking recovery fee.

San Clemente - \$4.00 per square foot for public property, \$1.00 per square foot for private property.

Santa Barbara – Fees suspended through 07/01/2022.

Parking Meter Revenue

The rate charged for parking meters in Riviera Village is \$1.50 per hour. Meters are enforced from 6:00 am to 9:00 pm, making potential revenue per meter \$22.50 per day and \$8,212.50 per year.

However, several factors impact parking meter revenue, such as permit holders parking in metered spaces and spaces not being occupied. During the 2019 calendar year, when parking meter rates were the same, the City was not yet impacted by COVID-19 and there were no dining decks, the average revenue per meter in Riviera Village was \$3,527 per year, which equates to \$294 per month.

Dining decks vary in size and number of occupied metered parking spots. If we estimate that the average dining deck occupies three metered parking spaces, the City has accepted the loss of approximately \$882 in metered parking revenue per month for each dining deck. The average full parking space is 180 square feet, and three spaces total 540 square feet. As a comparison, if the City collects \$2 per square foot, per month for each dining deck, and the dining decks on average occupy three full parking spaces, the City would receive \$1,080 in monthly revenue.

Cost to Construct

The estimated cost to construct a permanent dining deck with K-rail traffic protection is approximately \$110 per square foot, including design, materials and installation. A deck of typical size (18' x 30') costs roughly \$59,400.

These estimates are based on previous installation costs and have been adjusted for the increased cost of construction over the past two years.

June 7, 2022

Question:

What funding options are available to support the repaving of Grant Avenue?

Response:

Grant Avenue spans 1.25 miles from Inglewood Avenue on the east and Aviation Blvd. on the west. During the pavement study conducted by NCE in 2020 the estimated cost of repaving Grant Avenue was \$2,617,000. Given increased construction and material costs, and the additive costs for necessary sidewalk concrete repairs, design services and other soft costs, it is reasonable to assume that the estimated cost has increased by 25%, pushing the estimated cost to repave Grant Ave. to approximately \$3,300,000.

Grant Avenue is not a bus route and therefore is not eligible for Prop C funding, a source that is typically used for the City's busier arterial streets. Potential funding sources include SB 1 State Gas Tax, Local Return Measure R, Local Return Measure M, and/or future General Fund Capital allocations.

It should be noted however, that there are specific ongoing/recurring street projects, including the City's annual Residential Rehabilitation Project, that traditionally occupy a significant portion of the local return funds and SB 1 State Gas Tax funds. Furthermore, there are specific street projects, such as Artesia Blvd. from Harper Ave. to Hawthorne Blvd., Aviation Blvd. from Artesia Blvd to Manhattan Beach Blvd, and Rindge Ln. that are programmed to be funded by local return funds over the next three fiscal years. These projects, if approved in future CIP budgets as currently scheduled in the five-year program, will utilize the majority of available local return funds over the next several years.

Repaving Grant Ave. could be added to the unfunded CIP list and/or programmed for local return funds and capital funds in out years of the CIP plan. The council could also make Grant Ave. a priority in the deferred maintenance street CIP and fund it through that project account as funds become available.

June 7, 2022

Question:

What is the cost to remodel the restrooms on the International Boardwalk near Quality Seafood?

Response:

In March 2020, the Public Works Department installed six new entrance doors and repainted the restrooms located near Quality Seafood. There are additional upgrades that could also be implemented. The estimated costs for these improvements are as follows:

Replace floor tile \$30,000 Replace plumbing fixtures \$60,000

A full reconstruction of the restroom can-not be accomplished at this location because the current restroom foot print and existing structural walls do not allow for the expansion of stall space needed to comply with ADA standards.





As an alternative, there may be an opportunity to place brand new ADA-compliant restrooms in a portion of the space formerly occupied by the Fun Factory. For planning purposes, new infill restrooms in this setting are estimated to cost approximately \$500

per square foot. Assuming four restrooms, averaging 80 square feet each, the estimated construction cost is calculated to be \$160,000. An additional 50% should be added to include design costs, contingencies, and construction management services required to effectively complete the project. Using these assumptions, the resulting budget estimate is approximately \$240,000 for the installation of four new restrooms in the vacant former Fun Factory space.

June 7, 2022

Question:

What is the cost to install raised crosswalks at four locations identified on Beryl Street and Diamond Street not currently included in the Capital Improvement Program?

Response:

Raised crosswalks can have the benefit of increasing visibility of pedestrians crossing a street and slowing traffic to accommodate the vertical displacement created by the raised portion of the roadway. Unlike midblock raised crosswalks that the City Council has considered in the past, raised crosswalks at intersections typically bring an entire intersection, not just the crosswalk, from street level to sidewalk level. The roadway rises somewhat abruptly at each leg of the intersection, inducing drivers to slow down to cross. Like raised midblock crosswalks, raised intersections also serve to reduce speeds and improve visibility of pedestrians. This forced slowing encourages motorists to yield to pedestrian crossers. Raised intersections also have the added benefit of being easier to navigate for emergency vehicles than crossing two raised crosswalks, one each at the entry point and departure point of the intersection.

The general cost to install a single raised intersection varies depending on the size of the intersection, the material used, and potential modifications to the existing infrastructure. The cost to install raised crosswalks along Beryl Street, at North Lucia Avenue and at North Maria Avenue, and along Diamond Street, at North Juanita Avenue and North Helberta Avenue, including design and construction, is estimated to be roughly \$547,000, (or \$137,000 per intersection). These intersections would require reconstruction of existing curb ramps, additional curb drains, adjustments to existing infrastructure, and the relocation of at least one storm drain side-opening catch basin.

The following is a summary of the benefits and disadvantages of raised intersections:

<u>Benefits</u> – Raised intersections create a safer, slow-speed crossing and public space at minor intersections. Similar to speed cushions and other vertical speed control elements, they reinforce slow speeds and encourage motorists to yield to pedestrians at the crosswalk.

<u>Disadvantages</u> – General disadvantages associated with the construction of raised intersections include cost of design and construction, especially if large modifications to existing infrastructure, such as reconstruction of existing curb ramps, storm drains, and catch basins, are required. Additionally, the construction of curb raised intersections can involve the removal of on-street parking spaces to accommodate the design (approximately 1 to 2 spaces per corner depending on the location and design).

June 7, 2022

Question:

What is required to improve maintenance of the upper pond at Wilderness Park and to reconstruct the lower pond?

Response:

Maintenance of the Upper Pond

A program for regular and improved maintenance of the upper pond should include the following:

- Skimming the pond surface daily to remove twigs, trash and small debris
- Feeding the fish daily
- Back washing pond filters weekly
- Comprehensive cleaning once per year in the spring, which involves removing the fish to clean the sand and remove algae and other debris

It is estimated these tasks would require roughly 1,400 hours of staff time per year, which represents roughly 3/4ths of the annual work hours of a full-time Maintenance Worker 1. The cost for a part-time maintenance worker dedicated to this function would be approximately \$40,000 per year. Additionally, it is estimated that it would cost roughly \$2,000 annually for needed materials including fish food, algicides and skimming nets. For comparison, when staff previously contracted out maintenance of the upper pond it cost \$1,000 per month and provided for only one servicing per week.

Reconstruction of the Lower Pond

In 2019, staff prepared a BRR discussing the cost to renovate the lower pond. In it, the cost to install a shallow depth lined pond with water filtration was estimated at \$475,000. An expressed caveat was whether ADA accessibility would be required to this pond. This is an important issue that would require determination by an ADA compliance expert and an issue that could potentially subject the City to legal challenge.

The cost to install such an accessible path of travel could easily double the cost of the pond redevelopment. Escalation of pricing from 2019 to now, and the hyper volatility of the market in these last few months also lend themselves to uncertainty about the existing cost estimates. An initial budget estimate, inclusive of an ADA accessible path of travel to the lower pond could reasonably be estimated at \$1,000,000 and could vary by 20% to 30%. Maintenance costs for the pond's water system are likely to run between \$2,000

to \$2,500 per month initially, depending on the type of filtration system used (chlorine, biofiltration, etc.).

A new concern emerging this year is also whether development of this feature will be consistent with water restrictions likely to be imposed as the current drought worsens. In the past, water features were shut down due to water restrictions. The City's efforts to reduce water use elsewhere could be negated by the addition of a new water feature that will, over time, consume potable water.

CITY OF REDONDO BEACH Budget Response Report #23

June 7, 2022

Question:

What is the status of sworn police officer staffing in the Redondo Beach Police Department?

Response:

The current staffing status for the Redondo Beach Police Department's 95 budgeted sworn personnel, as of June 1, 2022, is shown on the following table.

Position	Authorized	Frozen	Filled	Vacant
Chief of Police	1	0	1	0
Police Captain	3	0	3	0
Police Lieutenant	6	0	6	0
Police Sergeant	14	0	14	0
Police Officer	71	0	65	6
Total	95	0	89	6

The Redondo Beach PD currently has eighty-nine filled positions which includes two trainees who are currently part of the field training program, one police officer recruit currently in the academy, and one police officer recruit beginning the academy in July.

Three additional candidates were given conditional offers pending the results of their medical and psychological examinations and would bring the sworn personnel number to ninety-two (92). In addition, three Officers are out on IOD status, three Officers are on extended leave due to personal injury with no estimated return date, and two Officers are out on extended family leave.

Recruitment has been a consistent challenge for the Law Enforcement profession nationwide and Redondo Beach PD is not exempt from these challenges. The Department is committed to developing new and innovative ways to recruit qualified candidates via social media, academy visits, billboards, mobile sign boards, and professional flyers. Additionally, the Department is hoping to further incentivize hiring through the approval of Decision Package # 52 - PD Referral and Recruitment Program. This program would increase recruitment for lateral candidates through sign-on and referral bonuses. Additionally, the Department intends to continue to market the City's many video vignettes, special programs, special assignment details, positive history of community engagement, and its contemporary social media platforms to attract candidates from across the country.

CITY OF REDONDO BEACH Budget Response Report #24

June 7, 2022

Question:

What are the estimated costs for the March 7, 2023 General Municipal Election?

Response:

On March 7, 2023, the City Clerk's Office will conduct the General Municipal Election for Councilmembers in District's Three and Five, the City Clerk, the City Treasurer and two members of the Redondo Beach Unified School District Board. Also included on the ballot, as of June 7, is the cannabis initiative (a 20-page ordinance, as written). It is also possible that additional measures will be included on the ballot as a result of recommendations from the Charter Review Advisory Committee. Additional measures could increase printing and postage costs depending on the volume and type.

Overall, the estimated cost for the election is \$353,725. Funding for the election is proposed as part of Decision Package # 21 and is comprised of the following:

- Staff: both part-time and overtime (pre-, day of, and post-election) to assist with the vote-by-mail process and signature verification in an amount of \$45,000;
- Postage: mailing of Voter Information Guide and prepaid vote-by-mail ballots in an amount of \$35,500;
- Election costs related to poll workers and location procurement in an amount of \$1,500;
- Supplies and Advertising costs for election associated supplies, certificate framing, annual election conference registration and travel, and legal advertising in an amount of \$5,925;
- Contracts/Professional Services:
 - Netfile e-filing and City website publication of campaign finance reporting in an amount of \$4,800;
 - Consultants professional services for pre-, day of, and post-election consultation and voter management election software in an amount of \$50,000;
 - Printing fulfillment, printing of voter information guide, district and city-wide ballots, and language translation in an amount of \$150,000;
 - Ballot Tabulation Equipment includes vendor assisted on-site services in an amount of \$50,000;
 - Candidate statement upfront costs in an amount of \$10,000; and
 - LA County Verification of signatures not found in the county's subscription database in an amount of \$1,000.

CITY OF REDONDO BEACH Budget Response Report #25

June 7, 2022

Question:

What are the benefits and feasibility of a self-service program at the North Branch Library?

Response:

As part of the January 2022 Strategic Plan process, the Redondo Beach Library Commission submitted a letter asking the City Council to consider implementing the open+access system for the North Branch Library. An analysis of the benefits and feasibility of a library self-service program was then added as an Objective of the Strategic Plan.

Developed by the company Bibliotheca, open+access is a system that allows patrons access to a library building, as well as the building's collections, computers, and Wi-Fi, during hours when the building is unstaffed. The service hours at both the North Branch and the Main Library were reduced during FY 2020-21 due to fiscal impacts from COVID-19. The North Branch is currently open thirty-two hours per week (down from forty) while the Main Library is currently open forty hours per week (down from fifty-six). Due to its smaller size, the North Branch is a more feasible location for open+access than the Main Library.

The implementation of open+access at the North Branch Library would offer multiple benefits. Primarily, it would allow for an expansion of service hours without incurring the full costs of staffing. As an example, the Hill Road Library in Ventura County implemented open+access in February of 2018 which allowed the branch to open two hours earlier during weekdays and Saturday and allowed for additional services on Sundays. This particular branch has over 1,000 program patrons and has provided these additional hours of service at an estimated 60% reduced cost compared to normal staffed operations.

Cities across the state have received the California State Library "Bringing the Library to You: Mobile Library Solutions" grant to implement open+access within their facilities. Santa Monica and Torrance are both recipients of this particular grant. While Santa Monica launched its open+access program in July 2021, Torrance was able to use grant funds to prepare for self-service hours by installing security cameras and retrofitting facility doors for automatic lock/unlock capabilities.

The California State Library plans to offer "Bringing the Library to You" grants again in FY 2022-23. This grant could potentially cover up to \$5,000 of set-up fees as well as the first two years of subscription fees.

Bibliotheca provided a quote to Redondo Beach Public Library for the installation and ongoing subscription fees to implement open+access at the North Branch Library. One-time installation fees total \$6,198, while ongoing subscription fees total \$10,688 annually.

The automatic door facing the parking lot would require modification to allow for electronically controlled access. Modifications could include a piggyback off a current access control, a link into the door sensor, or a dry contact relay going into an electronic strike lock. If the door has to be replaced entirely it could cost up to \$40,000. There is an adjacent manual door as well as a manual door on the opposite end of the lobby, facing Artesia Boulevard. Although these doors would remain locked to prevent entry, patrons could exit from them.

Bibliotheca is unable to provide security cameras for the North Branch due to the complexity of the building. Representatives from the City's existing security camera vendor, VectorUSA, provided the City with estimated costs. First year costs for the nine recommended cameras, installation, and monitoring would total approximately \$20,023 and ongoing annual maintenance costs would be approximately \$304. This turnkey system would tie into the existing video management software managed by the City Police Department.

The total cost for year one of the project, assuming the maximum cost for door modifications required, is estimated at \$76,909, with no grant funds factored in. Going forward, open+access would require ongoing costs of approximately \$10,688 for subscription fees and \$304 in security camera costs. This is compared to restoring eight staffed hours per week to the North Branch at a cost of \$30,000 annually in part-time funds. Additional hours, past the proposed restoration of eight per week, would require an additional allocation of full-time personnel.

Installation Expenditures	
Installation fee	\$6,198
Subscription fee	\$10,688
Door modification	\$40,000
Security cameras	\$20,023
Total	\$76,909

Ongoing Annual Expenditures		
Subscription fee	\$10,688	
Security cameras	\$304	
Total	\$10,992	

Attachments

Library Commission strategic planning letter open+access quote VectorUSA proposal Ocean Park Branch photos



Library Commission	303 North Pacific Coast Highway Redondo Beach, California 90277-2838 www.redondo.org	tel 310 318-0676 fax 310 318-3809

December 6, 2021

The Honorable Mayor of Redondo Beach The Honorable Redondo Beach City Council Redondo Beach Council Chambers 415 Diamond Street Redondo Beach, CA 90277

Subject: Consider the Self-Service Model open+access for the North Branch Library During the Strategic Planning Process

Dear Honorable Mayor and Councilmembers:

As part of the strategic plan, the Library Commission would like the City to explore the library self-service model open+access, which allows patrons access to a library building, as well as the building's collections, computers, and Wi-Fi, during unstaffed hours. Due to logistical considerations the Library Commission believes that the North Branch building is a more feasible location for this service than the Main Library. The up-front cost estimate of \$50,000 may be eligible for grants. Ongoing operating expenses for open+access would be approximately \$1000 per month; the Library Commission estimates that, given staffing costs, anything above ten extra hours of service a month would produce operating savings.

During the FY 2020/2021 budget process, the hours for the Library system were reduced due to budget cuts. These reduced hours not only underserve the public but also leave a valuable City resource greatly underutilized.

- The North Branch, which had been and continues to be closed on Fridays and Sundays, had its
 hours reduced by 8 hours per week, so that the building is only open from 1 p.m.- 7p.m.
 Monday through Thursday as opposed to the prior schedule of 12 p.m.- 8 p.m. (Saturday hours
 remain the same).
- The Main Library's open hours were reduced by 16 hours per week in the FY 2020/2021 budget, and it is not open on Sundays.

While open+access has been successfully used in Europe for over a decade, Ventura County Library System was one of the first systems in the United States to implement it. The Library Commission had

the opportunity to hear a presentation by Ventura County Library Director Nancy Schram at its August 2 meeting. Director Schram deployed the open+access system at the new Hill Road Library in February of 2018 with great success.

The Ventura County Library System has registered over 1,000 patrons for the service and has allowed:

- Two additional early morning hours during weekdays
- Full-day Sunday "Express Hours"

Use of Express Hours rose by 78% in the first few months of use. The morning hours are unstaffed while the closing Sunday hours are temporarily staffed by a security guard. Since open+access has been in operation, the Library has had no incidents nor revoked any user privileges. The Ventura County Library System has determined that using open+access technology has increased access to basic library services at 60% lower cost¹ compared to traditional costs for staffed operations, and is now looking to expand this service to other locations.

This past year, Santa Monica Public Library and Torrance Public Library, both of which suffered open hour reductions, took advantage of California State Library "Bringing the Library to You: Mobile Library Solutions" grants in order to implement open+access at branch locations. Santa Monica Public Library launched the service on July 28, 2021 at the Ocean Park Branch in order to offer access to the building Wednesdays and Fridays between 10 a.m. and 4 p.m. Torrance Public Library is in the process of implementing open+access at the El Retiro Branch in order to offer early morning access to users of the surrounding park. Members of the Library Commission will visit the El Retiro Branch once open+access is in place to gain a better understanding of the technology.

The Library Commission estimates the up-front cost for open+access will be less than \$50,000 based on comparable installations and may be eligible for grants. It will also require support from City staff to install (cameras, cabling, and door access panel). Ongoing operating expenses for open+access would be approximately \$1,000 per month for the subscription costs vs. approximately \$100 per hour to staff the North Branch. Anything above ten extra hours of service a month would produce operating savings.

Frequently Asked Questions

- How does it work? Patrons 18 years or older in good standing will apply and complete required training to access the building during self-service hours. They will use a card and password to access the building. The North Branch already has self-service options for checking out materials and using the computers and Wi-Fi. Meeting room checkout could also be added.
- 2. Will patrons steal? Is it safe? No incidents have been observed in Ventura County and the technology includes high-definition video recording equipment which the patrons are informed of during their training.
- 3. How much does it cost? While requirements for each facility differ and grant funding may vary, the Library Commission has collected information from recent installations in the area. Torrance Public Library received \$5,000 in grant funds which they used for wiring the building, for the cameras, and for retrofitting the door for automatic lock/unlock. Bibliotheca equipment and the first two years of an annual subscription (\$9,000 per year) were also covered by the grant.

¹ open+access annual cost of \$11,100 equates to approximately \$17.79 per hour for 12 Express Hours per week, versus approximately \$43.95 hourly rate for salary and benefits for a Librarian position.

Through grant funding, Santa Monica Public Library received two years of a subscription to open+access (valued at around \$24,000), a one-time \$5,000 set-up fee, and the open+access system and cameras. The Santa Monica Public Library spent approximately \$30,000 in additional funds for labor and materials involved in modification of the facility, wiring for the library controller, wiring for the entry panel, the installation of components, a door locking mechanism and wiring, and wiring for the cameras.

- 4. Who uses this service in Ventura County? Parents with young children, older adults, working adults that need meeting space, and City employees.
- 5. What about privacy of patrons? Ventura County Library does not monitor the video feed. They keep it for 5 days in case an incident occurs. Access to the video feed is strictly limited to post-incident review.

In light of reduced hours reflecting current and anticipated future budget constraints, the Library Commission recommends that the City investigate the feasibility of implementing open+access at the North Branch as part of the strategic plan as a way to better serve the residents and optimize the City's resources.

Sincerely,

Andrew Beauchamp

Chair

Redondo Beach Library Commission



Redondo Beach Public Library

Extending Access and Advanced Analytics

Date: March 17th, 2022





March 17, 2022

Susan Anderson Director, Redondo Beach Public Library 303 N. Pacific Coast Highway Redondo Beach, CA 90277 tel. 310 318-0674

Re: Extending Access and Advanced Analytics

Dear Mrs. Anderson,

Libraries today are faced with many unique challenges. We have conversations with libraries that are struggling to respond to the need for patrons to gain access to library materials during the Covid-19 pandemic. During our conversation this week, we learned of your preliminary goal for reopening Redondo Beach Public Library and that creating a safe way increase access to materials is a top priority.

More than ever, shift workers, students, senior citizens and vulnerable individuals all need Redondo Beach Public Library's resources. They need access to crucial library materials and services, and they need a self-service experience that allows them to safely socially distance and while accessing your resources. We don't know how long the current pandemic will last, but forward-thinking libraries like yours are taking action now so they can continue to stay relevant and accessible well into the future.

With the right partner, Redondo Beach Public Library can re-open its libraries with extended access technology that increases access to your resources and keeps patrons safe during and after the Covid-19 crisis. bibliotheca will support you in taking the next steps toward enhancing library services at a time when the community needs it most.

This proposal includes special pricing to assist Redondo Beach Public Library in re-opening its libraries. As the Covid-19 pandemic has shown us, libraries remain critical for their communities, and providing accessible and safe ways to access library materials is of utmost importance. Please contact me with any questions.

Sincerely,

Mason Humphrey VP of Sales, West



Flexible extended access

Redondo Beach Public Library needs a solution that will allow you to comply with social distancing guidelines and embrace the need for increasing patron engagement and awareness by offering extended access to your resources. By moving quickly to deploy technology in safely re-opening your libraries, Redondo Beach Public Library will be making it safer for patrons to access materials and library services in a way they find most comfortable. In fact, 75% of patrons prefer self-service solutions, according to a recent study by Pew Research Center. Staff members will also benefit from increased patron self-service, as they can focus on the needs of community, rather than spending precious time on transactional processes.

How can you **encourage patrons to return to Redondo Beach Public Library and reassure them that safe social distancing will be in place?** How can you use technology to control the number of people physically allowed in the building at one time to comply with social distancing guidelines?

Without a measured approach to allowing access, Redondo Beach Public Library risks becoming a virus hotspot.

Our proposal includes two different Open+ solutions that will allow patrons to enter the library during staffed and un-staffed hours to use your solutions and services or accurately track occupancy in the building/spaces.

Libraries around the world have offered Open+, our flexible extended access solution, to their libraries for years. bibliotheca's Open+ will support you in meeting Redondo Beach Public Library's goals:

- Supports social distancing compliancy
- **Extends access** to library resources during a time when more and more patrons will need it
- Increase library hours, especially on Sundays and for branches with fewer open hours

We appreciate the opportunity to present our solutions and welcome any discussion about our proposal.



open+™ by bibliotheca

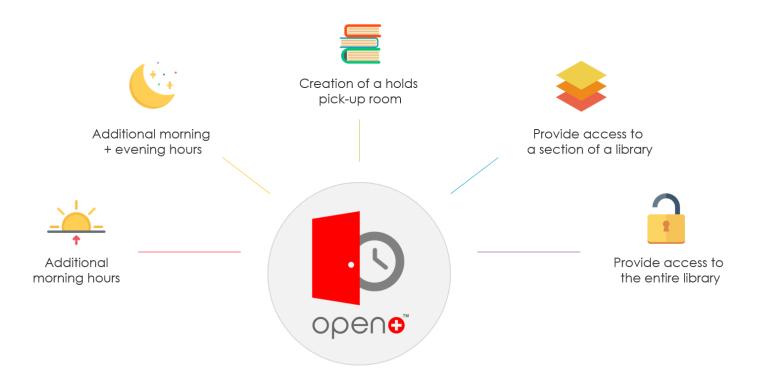


open+ controlled library access

With almost 1000 libraries relying on open+ globally, bibliotheca is the first library technology provider in North America to bring a truly integrated library-focused solution that allows for extended access to library spaces and resources.

open+ complements staffed library hours, creating a more **convenient and accessible community hub.** From extending access to an entire library or only a section of it, providing full self-service resources or mainly a holds pick-up area, open+ allows libraries the **flexibility to extend access** in the way that best meets the needs of their community and space. There is no one-size-fits-all approach with this technology.

An annual open+ **subscription is predictable** as there is no increase to price if you increase open hours. In addition, the open+ subscription includes ongoing software releases and support for the entire solution, and it's a hosted solution, so CPL doesn't have to worry about on-site server maintenance.



Learn how open+ works: https://www.youtube.com/watch?v=PolV-h7bCR0



Helping libraries comply with new social distancing regulations

By using state-of-the-art technology, bibliotheca's Open+ solutions has been deployed at hundreds of libraries around to world to:

Control the physical access to the building: Using the Open+ Core access control panel, library staff can remotely and automatically lock the doors when the building has reached its maximum level of compliancy. This ensures continued support of social distancing within the library. It also eliminates the need for staff to personally attempt to restrict people from entering the library. Once a user leaves the library, freeing up capacity, the doors automatically unlock for new library users to enter. This delicate balance of ingress and egress is controlled by a central software system with flexible occupancy limits. open+ can be linked to our digital communication platform and other displays to inform users of current occupancy restrictions to entry.

Broadcast messages to all members: Open+ Core includes an integrated audio system that plays pre-recorded announcements triggered by customizable scenarios. Library staff can use these messages to let people know when the library is close to capacity and kindly ask those who have been in the library for an extended time to finish their visit and free up space for new visitors.

Gain real-time accurate people counts with Open+ Count: Using a flexible, 3D camera-based people-counting solution on select library entrances, Open+ Analytics quickly, accurately, and anonymously determines how many people are inside the building at one time. Paired with the occupancy software, live screens placed throughout the library display real-time occupancy counts. Color-coded warning levels provide a visual indicator of library capacity and warn users and staff when occupancy nears a non-compliance.





open+ Pricing

We have special pricing to assist Redondo Beach Public Library in re-opening your libraries with extended access solutions that can be tailored to each branch. The following pricing is the basic open+ Access & Count implementation with supporting hardware and software.

Products include implementation and 12-month warranty	Quantity	Price per Unit
open+ Access subscription & hardware service Annual per branch. This price is for 1 branch, however, if you implement Open+ Access at more than one location the pricing for the subscription goes down	1	\$9,989
open+ Access enterprise hardware for initial installation One-time, per branch. Hardware includes:	1	\$4,499
open+ Count enterprise annual software & hardware subscription \$699 Annual per year, hosted. \$1,100 one-time fee for remote setup, configuration, and web portal access.	1	\$1,799
Introduction to open+ Count Training One-time remote training session (2 hours) for up to 10 staff to deep dive into the Open+ Count analytics solution, best practices, and how to present live information to the public	1	\$350
Shipping & Handling	1	\$249

Note: The library is required to prepare the sites for all open+ implementations according to bibliotheca's site-planning guides. Open+ Count hardware is self-install and the software and configuration is remotely installed by Bibliotheca.

ATTACHMENT 25B Page 7 of 8



Bill To Redondo Beach Public Library 303 N Pacific Coast Hwy Redondo Beach CA 90277 United States Ship To Redondo Beach Public Library 303 N Pacific Coast Hwy Redondo Beach CA 90277 United States

Quote QUO-US04731 Date 03/17/2022

 Customer:
 C0002310-US
 Payment Terms:
 Net 30 Days

 Quote Expiration:
 06/15/2022
 Sales Rep:
 Mason Humphrey

Item	Quantity	Net Price	Net Extended
Freight Standard Service SHP000001-000	1	249.00	249.00
Assy, open+ standard install OPN000920-000	1	9,989.00	9,989.00
Installation for: Assy, open+ standard install OPN000920-000-INT	1	4,499.00	4,499.00
open+ count 1 year subscription OPN000601-000	1	1,799.00	1,799.00
Introduction to open+ count and reserve EDU050020-000	1	350.00	350.00
	Tota	al:	16,886.00
	Cur	rency:	US Dollar

Terms and Conditions:

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all taxexempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

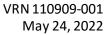
Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By:	
Accepted Date:	
Customer Purchase Order Number: _	



Bibliotheca, LLC 3169 Holcomb Bridge Road, Suite 200 Norcross, GA 30071

www.bibliotheca.com info-us@bibliotheca.com





Prepared For: City of Redondo Beach Library

Susan Anderson

303 N. Pacific Coast Highway

Redondo Beach, CA 90277

Project Description: New Turnkey Surveillance System

Proposal V.1

Prepared By: Salvador Palacios

Account Executive

310-436-1090

spalacios@vectorusa.com

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Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

ATTACHMENT 25C Page 4 of 25

Executive Summary

VectorUSA has assessed the library and is recommending the following surveillance solution. Our proposed surveillance design includes 10 Hanwha cameras, 10 new Qognify Ocularis Enterprise licenses and SMA's for the library. The libraries new surveillance system will tie into the existing video management software managed by the city police department. New cable support hardware will be provided in the area above the hard lid ceiling.

Statement of Work

Overview

VectorUSA will provide a new surveillance system that will tie into the existing video management software for the City of Redondo Beach Police Department.

Cameras and Mounts

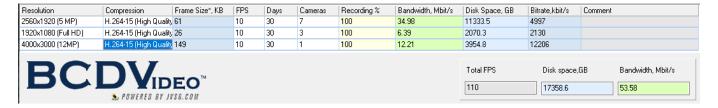
VectorUSA will provide and install a total of ten (10) new cameras. The camera models and types to be installed indoors are as follows:

- (1) Hanwha PNM-9000VD 2x5MP Dual-Sensor w/ IR (1) Surface Mount
- (2) Hanwha QND-6082R 2MP Indoor Dome w/IR (2) Surface Mount
- (5) Hanwha QND-8080R 5MP Indoor Dome w/IR (5) Surface Mount
- (1) Hanwha QNF-9010 12MP Fisheye Dome w/IR (1) Surface Mount
- (1) Hanwha QND-6012R 2MP Indoor Dome fixed 2.8mm lens w/ IR (1) Surface Mount

Camera locations are shown on the IPVM drawings in the Appendix. Camera views will be configured by VectorUSA with the direction of the end user main point of contact.

Servers, Storage and Licensing

VectorUSA will provide ten (10) new Qognify Ocularis Enterprise camera licenses and SMA for the cameras added to the North Library. It is assumed the cameras will link back to the police department VMS systems of they can have the view of the cameras. It is assumed the centralized storage will have room for the new cameras. The following shows the calculation for the retention needed for the new cameras:



If more storage is needed on the back end to accommodate these cameras, the adjustment to the project will be addressed via a written change order or through a separate proposal. VectorUSA will configure the camera views and the VMS software on the back end to set the required recording retention and settings for the library cameras.

The yearly Ocularis SMA license cost for the ten (10) cameras in this proposal is **\$304.30** (*Pending price fluctuations year to year*).

Switching

VectorUSA assumes the existing switches have enough PoE ports and can be used for the ten new cameras.

Power

It is assumed PoE power will be used to power the new cameras.

Connectivity

VectorUSA will provide and install new Category 6 plenum copper cable to connect to the new cameras. Cables will have a permanent link between the patch panel in the IT Closet and a surface mount box near the camera location. Patch cords will be installed on each side with one connecting to the camera from the surface mount box and one connecting to the existing switch from the patch panel.

ATTACHMENT 25C Page 6 of 25

Pathway

New cable support hardware will be provided in the area above the hard lid ceiling. VectorUSA assumes there is an access hatch to get above the ceiling to run the cable for the cameras. If there is no access, a new solution for pathway will need to be addressed via a written change order.

Deliverables

Upon completion of work outlined in the Statement of Work, VectorUSA will provide the client with a closeout package containing the following documentation:

Surveillance Closeout Documentation Checklist			
Included	Description	Notes	
	As-Built Drawings		
\boxtimes	Asset List		
	Final Camera FOV Images		
	Inspection Report		
\boxtimes	IPVM Drawings	Included in Appendix	

Assumptions

- VectorUSA assumes existing switches can be used for this project.
- VectorUSA assumes the centralized server for the police department will be used to record and view these new cameras at the North Library.
- VectorUSA assumes there is access above the ceiling in the library to run the new cable.

If any of the above assumptions are incorrect, the adjustments to the project will be addressed via a written change order.

Exclusions

- VectorUSA excludes providing switching for this project.
- VectorUSA excludes any electrical for this project.
- VectorUSA excludes providing patch panels for this project.
- VectorUSA excludes providing a new workstation or components to view the cameras.

ATTACHMENT 25C Page 7 of 25

Definitions

Surveillance Asset list: Asset lists provide information on devices pertinent to the project. This includes but is not limited to the following:

- Server Information
- VMS Information
- Camera Information
- IP Information
- Network Topology Information (if applicable)

Final Camera Field-of-View (FOV) Images: The final camera FOV is the coverage provided by a camera within the surveillance system after configuration and alignment. This is the view that the end-user will receive and approve prior to completion of a job.

IPVM - IP Video Market (surveillance industry information) Drawings: IPVM drawings provide an overview of proposed camera installations and can provide information on camera types, lens types, FOVs, frame rates, storage requirements, and other important surveillance information.

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Project Parameters / Caveats

Change Order: Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

Proprietary Information: The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

Add & Delete: Any additional work requested outside of the scope of work will be considered as separate work and addressed in

the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

Defective Materials: If, due to problems with the existing hardware and / or materials provided by the client or other third parties, here is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work it will be addressed in the form of a written change order.

Extraordinary Service: Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

Schedule: VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

Delays: The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

Workdays / Overtime: All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

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Asbestos / Hazardous Environments: VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures. It is the responsibility of the client to provide written notification to VectorUSA of any asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. If ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and / or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

Ceiling Tile: VectorUSA exercises care in the removal, storage, and reinstallation of existing (used) ceiling tiles: however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

Office Furniture: VectorUSA is not responsible for disassembling or moving desks or other office furniture to gain proper access to perform work.

Storage Area: The client shall provide a secured storage area onsite for VectorUSA's materials and tools. If adequate space is not provided, or the cost of temporary storage is not included in our proposal that cost will be addressed in the form of a written change order.

Coring: If any coring, x-ray, or sonar inspections are necessary that are not specifically included in our proposal, it will be addressed in the form of a written change order.

Existing Conduit: The client is responsible for ensuring that existing conduit / pathway that may be used for this project is installed and utilized in accordance with NEC requirements, have adequate space available for addition of new cables, will not exceed 60% fill ratio after new cables have been added, and are free of obstructions, blockages, and / or defects. If existing conduits / pathways to be used for this project need to be brought into compliance with current code and standards, VectorUSA can assist the client with this work if the client requests such assistance and those costs can be addressed in the form of a written change order.

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Price Guarantee

Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal.

Lead Time Disclaimer

At the time of this proposal lead time for the materials specified was up to 60 Days.

Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance.

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Project Pricing

		Material	Labor	Total
CAMERAS AND MOUNTS		4,012.14	2,932.50	6,944.64
VMS LICENSES		1,994.30	700.00	2,694.30
CONNECTIVITY		1,741.30	2,185.00	3,926.30
PATHWAY		775.00	1,514.17	2,289.17
PROFESSIONAL SERVICES		0.00	1,135.00	1,135.00
MISC. INSTALLATION MATERIALS		250.00	230.00	480.00
VECTOR SERVICES		0.00	1,910.00	1,910.00
	PROJECT SUB-TOTAL	8,772.74	10,606.67	19,379.41
	SALES TAX			643.95
	PROJECT TOTAL			20,023.36

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Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty coverers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental evens including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly

Maintenance and Managed Services

Maintenance Services

VectorUSA offers a full complement of proactive maintenance services to ensure the systems and software within this proposal are kept in a healthy and available state throughout the systems lifecycle. VectorUSA maintenance services can be created on a customized basis to ensure the right level of care matches the client's business objectives and budgeting. Maintenance services are fulfilled by VectorUSA's Service Center, backed by a full complement of Systems Technicians, Application Specialists and Network Engineers.

Maintenance Services are typically packaged into offerings based on expected lifecycle maintenance tasks or in a looser Time and Materials basis. All maintenance services provided by VectorUSA include priority queueing and 24x7 phone and email support lines, with maintenance tasks receiving proactive, flexible and predictable scheduling.

VectorUSA maintenance services can be bundled with Qognify and Hanwha Software & Hardware support to provide a complete systems maintenance solution for organizations.

Managed Services

VectorUSA provides enterprise-level IT managed services over a nationwide footprint via our (2) U.S. based Network Operations Centers (NOC)s and best-in-class services partnerships.

VectorUSA employs a ITIL-based services portfolio grouped into (3) tiers of packages based on business criticality for each individual system. VectorUSA managed services alleviates the stress on organizations to maintain a fully staffed 24x7 IT support structure, even when the pace of their business operates in a non-stop environment.

By empowering their organizations with VectorUSA managed services, our clients are able to make data-driven decisions to synchronize technology with their business objectives. Our full complement of core infrastructure managed services is able to support a heterogenous and hybrid IT footprint across geographies.

In addition to its core infrastructure services, VectorUSA manages client programs providing organizations with a single point of contact for its user helpdesk, endpoint & desktop services and cybersecurity operational services partnerships.

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Terms & Conditions

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

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Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment. Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

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Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: If Sales tax is applicable, it shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

(Printed Title)

(Signature)

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Signature & Acceptance

Material Total Labor Total Tax Total Proposal Total	\$ \$ \$	8,772.74 10,606.67 643.95 20,023.36		
Accepted and Approv	ed for:			
City of Redondo Beac 303 N. Pacific Coast H Redondo Beach, CA 9	ighway		VectorUSA 20917 Higgins Court Torrance, CA 90501	
(Date)			(Date)	
(Printed Name)			(Printed Name)	

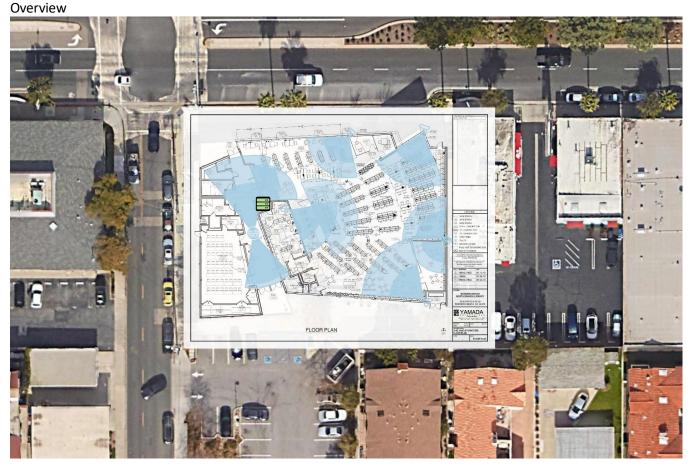
(Printed Title)

(Signature)

Appendices

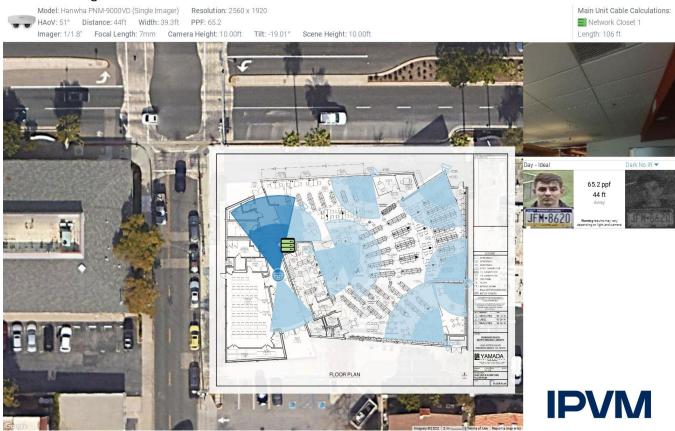
IPVM Drawing

IPVM Designer Calculation | May 23, 2022

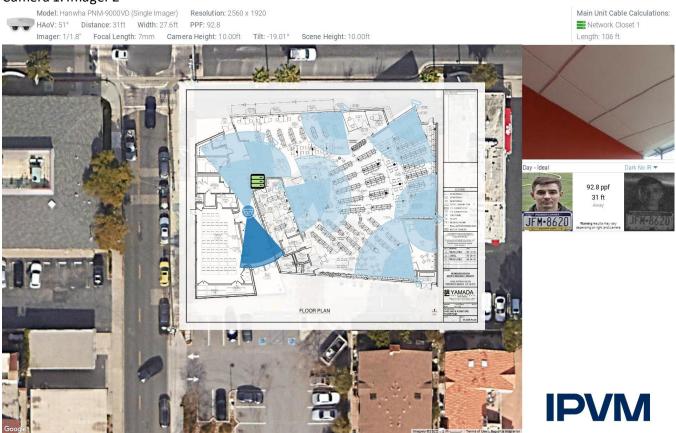


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Camera 1: Imager 1

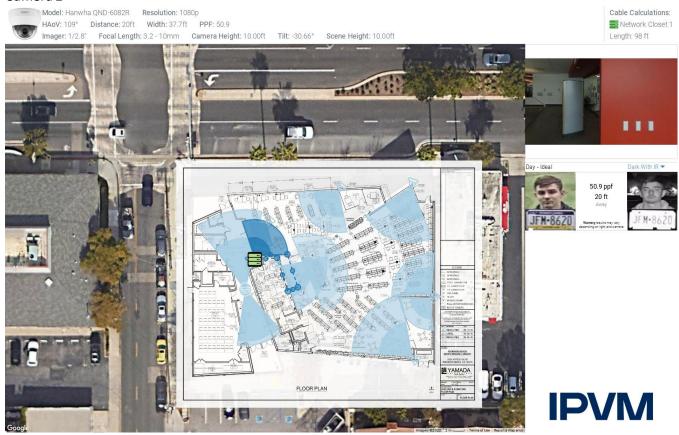


Camera 1: Imager 2

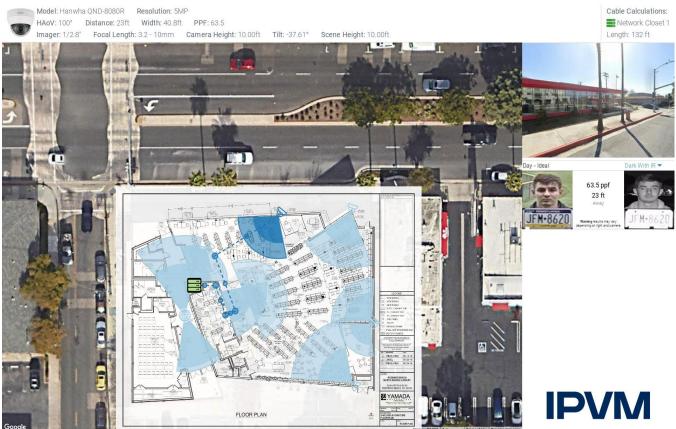


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Camera 2

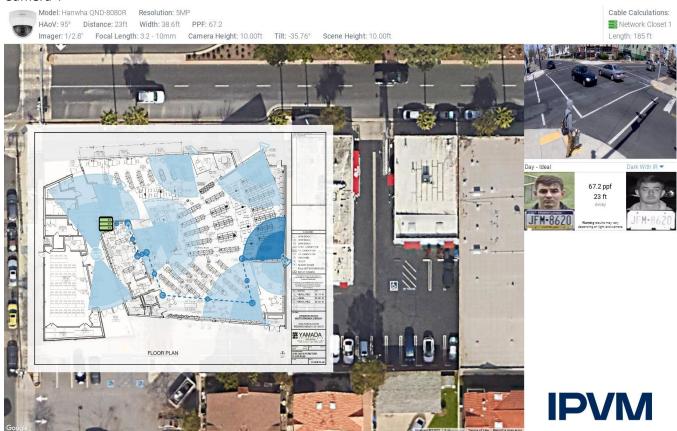


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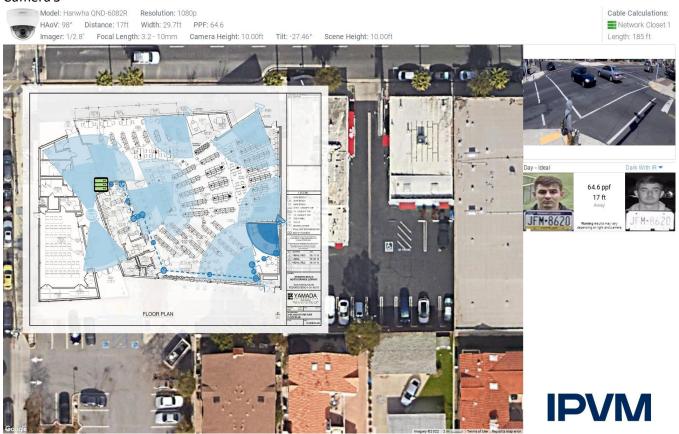


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Camera 4

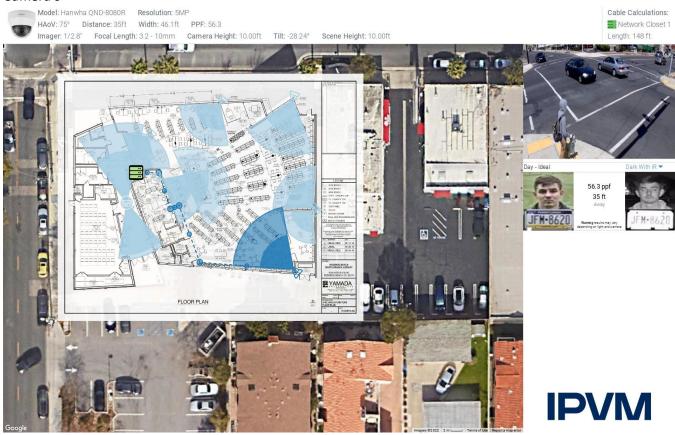


Camera 5

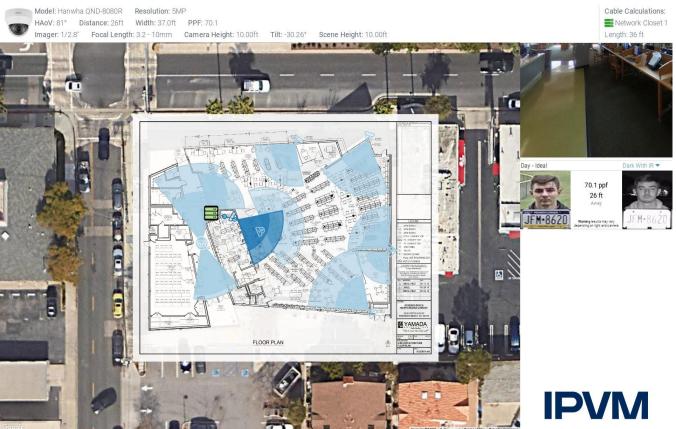


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Camera 6

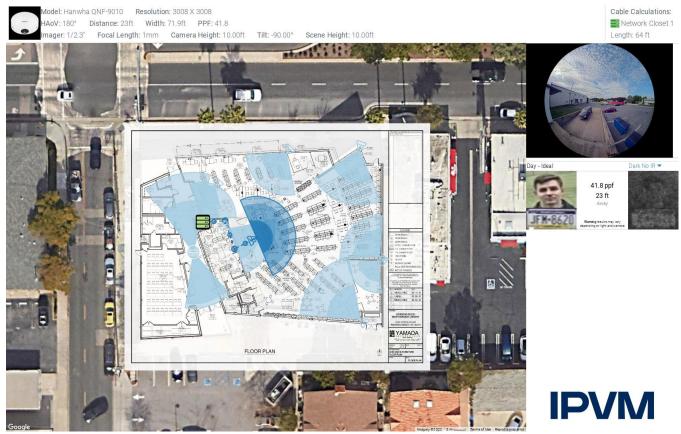


Camera 7

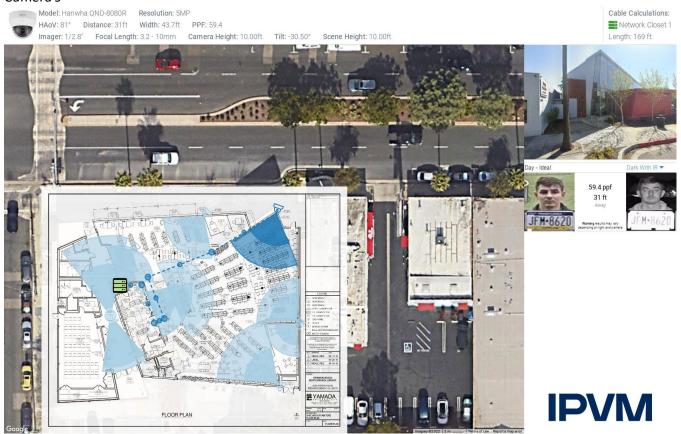


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Camera 8

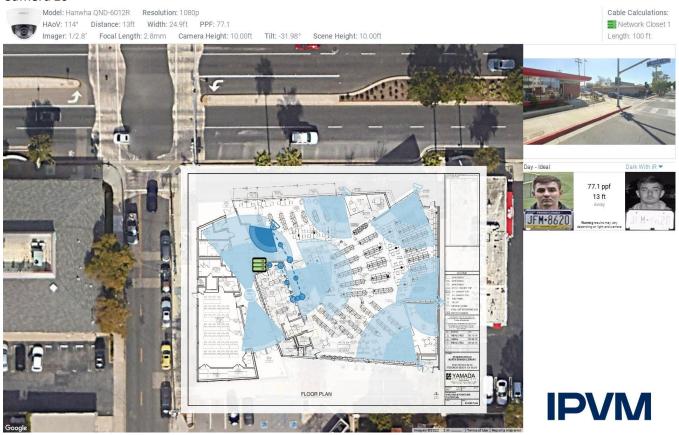


Camera 9



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Camera 10



Network Closet 1 (Devices 1-10 of 10)



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This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.

Santa Monica Public Library- Ocean Park Branch open+access Photos

card access to door



automatic sliding doors



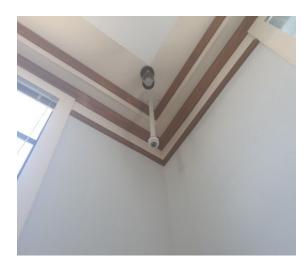
notice on door



posted rules

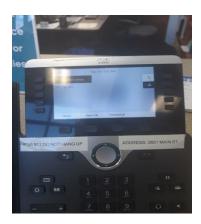


security camera



phone access to staffed location





June 14, 2022

Question:

What would be the cost to repave International Boardwalk with asphalt or concrete pavers and to paint the boardwalk's building exteriors?

Response:

The International Boardwalk's lower walk is a horseshoe shaped paved area around Basin 3 in the City's watefront. One side is bounded by the seawall that defines the shape of Basin 3 and the other side by commercial space housing restaurants, bars and retail stores. The total paved surface area is about 21,000 square feet.

The proposed FY 2022-23 CIP includes a budget appropriation of \$500,000 to provide for asphalt repaving of this space. The cost to install pavers is typically 40% to 50% higher than asphalt paving. However, given the tight spaces, the price differential might be less. An additional appropriation of \$200,000 would be suggested to cover the increased cost of pavers, if desired.

Painting the buildings along the International Boardwalk would involve power washing and/or sandblasting, scaffolding, work area screening, patching and repairs, and multicoat paint application. All of these work items are made more difficult due to the proximity of the ocean and the need for strict environmental protection. The City's maintenance staff estimates a \$200,000 budget would be needed to complete the work.

June 14, 2022

Question:

What would be the cost to install a gateway arch at Artesia Blvd. and Inglewood Ave. or at Redondo Beach Blvd and Hawthorne Blvd.?

Response:

Installation of an arch-style sign at one of the City's key entry points would include the following:

- Sign Design
- Structural Design
- Manufacture of Sign
- Installation

The estimated total cost is between \$350,000 to \$450,000. Pictured below are sample arch signs from several neighborhoods in San Diego, although there are many other styles available.







June 14, 2022

Question:

What is the estimated cost for a structural engineering firm to perform a second assessment of the Pier Parking Structure's physical condition?

Response:

Walker Consultants (Walker) has provided structural and condition analysis services to the City for the Pier Parking Structures for the last 10 years. Walker performed a condition assessment along with a Tier 2 Evaluation of the Pier Parking Structures (North Pier, South Pier, and Plaza Parking Structures) in 2012 for \$121,800 and then performed an update of the condition assessment in 2015 for \$13,800. In 2021, Walker was awarded a contract for \$79,000 to perform a new condition assessment with invasive testing and a seismic evaluation of the North Pier Parking Structure. The City's total investment in these services is \$214,600.

Staff has conducted outreach to consultants and other public agencies to generate an estimate for a second assessment of the Pier Parking Structure's physical condition. Based on these correspondences and factoring cost escalation, staff estimates a budget of \$235,000 would be sufficient to recreate the Condition Assessment and Tier 2 Evaluation with invasive testing. As an alternative, the City may also have Walker's assessments peer-reviewed by another qualified firm. Staff estimates a cost of \$50,000-\$75,000 to have another consultant provide a peer review of the assessments completed by Walker.



(This is a sample only – not approved for construction.)

June 14, 2022

Question:

What is the Police Department currently doing to enhance safety and security at Redondo Beach schools and what is the estimated cost to place a School Resources Officer at each public school?

Response:

Current RBPD School Safety and Security Measures

Providing excellent school safety has always been a priority of the Redondo Beach Police Department (RBPD). The Redondo Beach Unified School District (RBUSD) and the Police Department have worked cooperatively for a sustained period to build relationships and to enhance training and coordination in order to deliver greater safety throughout our School District.

The RBUSD is comprised of eight elementary schools, two middle schools and one high school. In addition, the District also has a continuation school and an adult educational school. The Police Department has consistently provided a specifically trained Police Officer to respond to calls for service at any of the schools in the District. In 2019 the RBUSD and RBPD entered into a memorandum of understanding to provide a designated Police Officer who would regularly be assigned to the public safety needs of the Redondo Union High School. As part of that agreement, the RBUSD paid \$100,000 annually to supplement a portion of the Police Officer's salary. The City Council recently extended the MOU with the RBUSD through June 30, 2023.

Currently, two specifically trained Police Officers are assigned to the Special Operations Bureau as School Resource Officers (SRO). One of the Police Officers is assigned to Redondo Union High School and is responsible for calls for service, engagement and patrolling the campus and events held at the campus. The second SRO is responsible for the calls for service and patrolling of the middle and elementary schools in the District. Police Officers from other divisions of the Police Department, such as the Patrol Division also contribute to patrolling and answering calls for service to the various schools in the District.

The RBPD remains at a state of readiness by creating updated safety programs and conducting assessments, drills and training. These are tasks in which the entire Police Department participates in order to provide robust public safety to all RBUSD schools. Three significant proactive responses by the RBPD to improve school safety in the recent past were:

- 1. Conduct RUN, HIDE, FIGHT training, which is the most up-to-date active shooter training, to every adult member at every campus in the RBUSD.
- 2. Create a specialized cadre of Police Officers to conduct sight safety assessments of every campus in the RBUSD and provide recommendations for safety upgrades.
- 3. Provide the most up to date medical trauma kits for every classroom and building in the RBUSD as well as train every teacher and staff member in how to provide emergency life-saving trauma care in the most extreme circumstances.

These partnerships are labor-intensive and are costly to maintain. However, they are the best practices in providing excellent safety for schools in our District. In addition to these safety measures, the RBPD continues to do the following to maintain the highest level of safety readiness at schools in the RBUSD:

- 1. Refresher training on the RUN, HIDE, FIGHT training curriculum.
- 2. Refresher training on the use of Trauma Kits.
- 3. Ongoing and consistent dialogue between SROs and RBUSD staff about safety and security.
- 4. SRO-initiated daily meetings with school staff and security to identify priorities.
- 5. Daily security checks conducted by SROs of campuses to ensure, amongst other security measures, that school gates are secured.
- 6. At each school in the district, Patrol Officers engage in conversations with students, parents and educators regarding school safety and providing reassurances during times of concern.
- 7. The school campus administrators contact list at all sites is maintained and updated regularly.
- 8. SROs attend school events, meetings, district school board meetings and parent/teacher conferences as requested.
- 9. Officers, track and update locations and confirm availability of campus keys for law enforcement use during emergency situations.
- 10. Patrol Officers, Traffic Units, School Resource Officers and Community Services Unit personnel conduct high-visibility patrols at drop-off, pick-up, and during other school hours.
- 11. Provide regular Department-wide briefing discussions and training for current response methods to an active shooter or other critical incident protocols.

- 12. Partnership with RBUSD on a software program which allows for RBPD to view pre-determined surveillance cameras on campuses in the event of an emergency to maximize response efficiencies.
- 13. SRO-developed refresher training with the Department's Patrol Division on school campus layouts and orientation during summer break.
- 14. SRO-coordinated Active Shooter refresher training drills for PD personnel.
- 15. Continued development of relationships between SROs and RBUSD staff SROs make themselves available by cellphone, if needed, to address any immediate concerns.

Placing a School Resources Officer at Each School

Ensuring a Police Officer is placed at each of the eleven campuses in the RBUSD would require a staff of an additional twenty Police Officers and two Police Sergeants. SROs are contractually allowed to work a schedule of ten hours per day, for four days in the week. Additionally, considering contractually agreed upon time off, potential injury or sick leave time off, and mandatory training requirements, twenty Police Officers would be needed to ensure coverage of every school day and the additional school related events. Assigning two Sergeants to supervise the unit would be needed to ensure a reasonable span of control, while Police Department processes and policies are adhered to and would be consistent with the current supervisory span of control models used within the Department. Supervisors would also be responsible for ensuring proper training and engagement is occurring at each of the schools in the District. Up to eleven new Police vehicles would also be required to add to the Department's current fleet to ensure SROs have proper transportation, in marked police vehicles, to and from campuses and to conduct law enforcement duties and patrols around campuses.

The cost of a fully-funded Police Officer, on average is \$182,672 annually. The average fully-funded cost of a Police Sergeant is \$244,668. The cost for 20 Police Officers is \$3,653,440 and 2 Police Sergeants is \$489,336. The total ongoing cost, depicted below, for the Police personnel needed to provide SRO's at all public school sites is \$4,142,776. An additional \$1M (or more) would be needed to provide vehicles, uniforms, and equipment for the expanded program.

Rank	Staff Total	Avg. Salary	Total
Officers	20	\$182,672	\$3,653,440
Sergeants	2	\$244,668	\$489,336
Total Annu	al Cost		\$4.142.776

June 14, 2022

Question:

What is the estimated cost to beautify the median on Phelan Lane, between Robinson Street and Johnston Avenue?

Response:

Phelan Lane/Beland Boulevard between Robinson Street and Johnston Avenue contains a landscaped parkway/median along the frontage of a small commercial strip. The area currently contains turf and 10 Bottle Brush trees. A project to enhance and beautify the area would involve the following:

- Removal of existing turf
- Installation of drought tolerant plants and shrubs
- Installation of a drip irrigation system
- Installation of mulch

Performing the work in-house would require about 160 labor hours and roughly \$5,000 of material costs. The Public Works Parks Division is currently short-staffed and could not immediately take on the project without impacting core services. Outsourcing the work to a landscaping contractor would cost \$15,000 to \$20,000. Some of the cost could possibly be mitigated through a turf replacement grant.

June 14, 2022

Question:

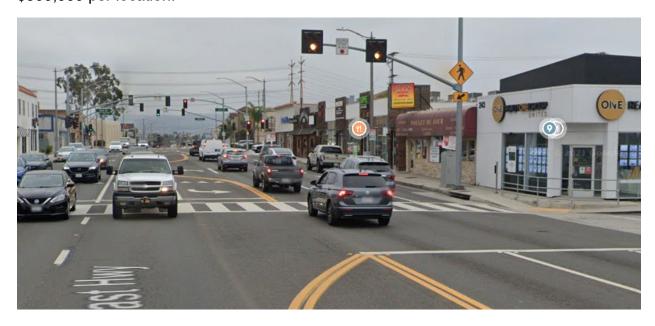
What is the estimated cost to design and construct signalized crosswalks on Aviation Boulevard at two intersections between Artesia Boulevard and Manhattan Beach Boulevard? What is the estimated cost to install audible indicators at Beryl Street and Catalina Avenue?

Response:

Signalized Crosswalks on Aviation Boulevard

Pedestrian crossings across busy arterials like Aviation Boulevard would typically be assigned to signalized intersections. The only signalized intersection in the stretch of Aviation Boulevard between Artesia Boulevard and Manhattan Beach Boulevard is at Robinson Street. New pedestrian crossings would involve installation of a new traffic signal system at each location. For budget purposes, staff estimates a new traffic signal system installation across Aviation Boulevard to be \$450,000 per location.

As an alternative, a hybrid beacon crossing (similar to what exists across PCH just south of 3rd Street in Hermosa Beach, see photo) could be installed. These systems are pedestrian activated and, when not in use, go dark which conserves energy. For budget purposes, staff estimates a new hybrid beacon crossing across Aviation Boulevard to be \$300,000 per location.



Audible Indicator at Beryl Street and Catalina Avenue

Accessible pedestrian signals (APS) provide audible and/or vibrotactile information coinciding with visual pedestrian signals to let sight-impaired pedestrians know precisely when the WALK interval begins. This information is useful in analyzing an intersection and preparing to cross. Audible signals can also provide directional guidance, which is particularly useful at non-perpendicular intersections and at wide multi-lane crossings.

At an intersection like Beryl Street and Catalina Avenue the existing pedestrian push buttons can be replaced with push button units providing the audible and vibrotactile feedback. A budget estimate of \$10,000 per intersection is considered adequate to make such a replacement. Per guidance in the California Manual on Uniform Traffic Control Devices, an engineering traffic study may be appropriate to support their use at intersections presenting difficulties for pedestrians with visual disabilities. Such a study, when needed, may increase the total cost by 25% to 30%.

June 14, 2022

Question:

What is the cost of planting trees in available City-controlled sites? Can trees be planted along the North Redondo Beach Bike Path and, if so, what type and at what cost?

Response:

Tree Plantings in Available City-Controlled Sites

The Public Works Department typically plants approximately 100 new trees per year in parkways, medians, parks and other green spaces. The plantings are performed by an outside vendor through the City's contract for tree trimming services. Decision Package #63 in the proposed FY 2022-23 Budget requests funding for 350 new plantings during the upcoming fiscal year. The cost to plant 350 24-inch box trees, plus a contract with an outside vendor to water and maintain the trees during the first year following installation, would be approximately \$145,000.

According to Arbor Access, the software used to track maintenance of the City's tree inventory, there are approximately 2,000 potential sites available for new trees around Redondo Beach. This figure is somewhat inflated as a number of the sites are likely not suitable for tree plantings because of underground utilities and other access issues. If 75% of those sites (1,500) are suitable, the cost to plant new trees in all of them and have the trees maintained for a year would be approximately \$620,000.

Tree Plantings Along the North Redondo Beach Bike Path

The bicycle path along the Southern California Edison (SCE) right of way in North Redondo Beach is approximately 3,700 feet long, not including the 11 streets the path crosses. Roughly 1,000 feet of the path frontage are not able to accommodate trees as SCE does not allow any above-ground improvements within 90 feet of their power line support towers. There would also be a 15-foot height limit on any trees in the right of way. Approximately 110 trees could be planted in the remaining 2,700 feet of frontage. Trees could be planted every 25 feet, alternating on each side of the path. The cost to plant 110 24-inch box trees, plus a contract with an outside vendor to water and maintain the trees during the first year following installation, would be approximately \$47,000.

Per the City's License Agreement, SCE would have to approve the installation of all trees. The Public Works Department's certified arborist believes Strawberry (Arbutus Marina), Fruitless Olive (Olea Europaea) and/or Toyon (Heteromeles Arbutifolia) are the

appropriate species for the area and would be acceptable to SCE. If the Council appropriates funding for the planting of trees on the right of way, staff would prepare a plan and submit it to Edison for review and approval.

June 14, 2022

Question:

What is the cost to install pickleball courts on the vacant field behind Aviation Gymnasium?

Response:

As part of the Fiscal Year 2021-22 Budget, the City Council directed staff to conduct a pickleball feasibility study. Hirsch & Associates was selected to complete this study, which included an analysis of the open field area located behind Aviation Park Gymnasium. Currently, this area is unused and unassigned for another use. Current site conditions are shown below:



The feasibility study provides an analysis of the installation of six (6) pickleball courts positioned in a north/south orientation, which is optimal for game play visibility. This layout is shown in Image 1 below.





Construction of courts, per the above layout, would provide enough space to include seating area(s), fencing and sport court lighting, and would allow games to be played in the evening hours. The total estimated cost for construction is approximately \$599,800, which includes:

Table 1: Estimated Costs for Six (6) Pickleball Courts

Item	Cost Per Court	Total		
Stand-alone Court	\$53,500.00	\$319,800.00		
Sports Court Surfacing with Multi-sport Stripes	\$5,000.00	\$30,000.00		
Sport Court Lighting	\$40,000.00	\$240,000.00		
Electrical Improvements		\$10,000.00		
Total		\$599,800.00		
Item	Cost Per Court	Total		
Stand-alone Court	\$53,500	\$319,800		
Sports Court Surfacing with Multi-sport Stripes	\$5,000	\$30,000		
Sport Court Lighting	\$40,000	\$240,000		
Electrical Improvements		\$10,000		
Total	\$599,800			

Construction would likely require the removal of several trees, grading of the site, and the removal of retaining wall(s) and curbs. Additional courts could fit at this location if the

orientation were shifted, but a site survey would need to be completed to determine how many final courts are possible.

It should be noted that the construction estimates were provided at the time the feasibility study was completed in November 2021, so it is possible that there would be additional costs.

June 14, 2022

Question:

Can pickleball courts be installed on the waterfront parking lot adjacent to Ruby's and, if so, what is the cost to install four to eight temporary and permanent courts?

Response:

The City has been considering the installation of pickleball courts since the development of the FY 2021-22 Budget. Although the City Council formally approved the installation of three shared-use pickleball courts on the basketball courts located at Perry Park, one pickleball court at Anderson Park, and two pickleball courts at Anderson Park, there continues to be a growing interest from the pickleball community to find a location that can support multiple pickleball courts at a single location.

The Redondo Beach Marina lot, located adjacent to the former Ruby's Diner, has ample space to support the installation of a pickleball complex. Included below is a conceptual placement of these courts located just north of the former restaurant.



This layout allows for eight (8) pickleball courts to be installed, which would sit atop of 32 parking stalls.

Pursuant to Policy F.9 of the Local Coastal Plan (see attached), the existing public parking spaces in the Harbor-Pier area cannot be reduced as a result of further development. In the event that parking is removed, additional spaces equal in number to those removed must be replaced in another location within the Harbor-Pier area (a zero-net loss of parking). As such, the 32 parking stalls slated for reuse to accommodate the proposed pickleball courts would need to be provided at another location within the Harbor-Pier area. If an appropriate area can be identified to relocate the 32 parking stalls and the proposed pickleball courts receive a coastal development permit from the Coastal Commission, then the project could be pursued.

Per the City's pickleball consultant, Hirsch and Associates, there is no temporary court solution available at the site, as the surface of the parking area is uneven and would require reconstruction and restriping. Additionally, given its proximity to other parking and vehicle uses, the courts would require fencing for play and safety purposes.

The estimated cost for court installation totals \$1,246,320, which would include site demolition, grading and drainage modifications, court installation (including required site improvements for ADA accessibility, fencing, court striping, nets, windscreens and sport court lighting) and necessary utility improvements.

Attachments:

Seaside Lagoon Adjacent Parking Lot Preliminary Cost Estimate Local Coastal Plan – Parking Policies



SEASIDE LAGOON ADJACENT PARKING LOT

PICKLEBALL IMPROVEMENTS- 8 COURTS PRELIMINARY COST ESTIMATE JUNE 2022

SITE DEMOLITION

SITE DEMOLITION					
Remove Existing Items					
1 Remove Asphalt	16,545	SF	\$ 3.50	\$	57,908
2 Remove Existing Parking Lot Light Poles and Concrete Footing	2	EA	\$ 500.00	\$	1,000
3 Clear and Grub Improvement Area	16,545	SF	\$ 0.60	\$	9,927
4 SITE DEMOLITION SUBTOTAL				\$	68,835
GRADING AND DRAINAGE					
Precise Grading and Drainage Modifications					
5 Grading	16,545	SF	\$ 2.00	\$	33,090
6 6" High Curb and Gutter	380	LF	\$ 38.00	\$	14,440
7 GRADING AND DRAINAGE SUBTOTAL				\$	47,530
SPORTS IMPROVEMENTS					
Pickleball Court Improvements	<u>QTY</u>	<u>UNIT</u>	<u>COST</u>	<u>TO</u>	<u>TAL</u>
8 Restripe Pkg Lot Stalls and Include ADA Parking Lot Striping	1	LS	\$ 1,800.00	\$	1,800
and Signage					
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	14,400	SF	\$ 15.00	\$	216,000
14 4" Thick Reinforced Concrete Walk- Access to New Courts	2,625	SF	\$ 10.00	\$	26,250
15 New Ramp Connection to Existing Walk	2	EA	\$ 2,500.00	\$	5,000
16 Court Striping for New Courts	8	EA	\$ 5,500.00	\$	44,000
17 Court Net for New Courts	8	EA	\$ 3,500.00	\$	28,000
18 Court Windscreen for New Courts	8,400	SF	\$ 3.00	\$	25,200
19 Court Surfacing for New Courts	14,400	SF	\$ 5.00	\$	72,000
20 Court Sports Lights for New Courts	11	EA	\$ 17,500	\$	192,500
21 Replace Parking Lot Lights	2	EA	\$ 17,500	\$	35,000
22 PICKLEBALL COURT IMPROVEMENT SUBTOTAL				\$	918,050
SITE UTILITIES					
Utility Improvements					
23 Upgrade Electrical Panel for Pickel Ball Court Light Expansion	11	ALLOW	\$ 40,000	\$	40,000
UTILITY IMPROVEMENTS SUBTOTAL				\$	40,000
24 Site Improvements Subtotal				\$	1,074,415
r				•	,
25 Construction Contingency 10%				\$	107,441
26 Contractor General Conditions 6%				\$	64,465
27 PROJECT TOTAL				\$	1,246,320.82
					* *

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SHORELINE



F. Access Policies

The following policies insure that access is protected and provided in the Coastal Zone for all income groups, consistent with the policies of the 1976 Coastal Act.

1. An additional parking structure in the vicinity of Veteran's Park is proposed to be constructed by the City to maximize public access in the Harbor-Pier and beach areas.

The existing pier parking structure fills to capacity by early afternoon on peak recreational days causing a traffic congestion situation on Torrance Boulevard and Catalina Avenue as the overflow of cars leaves the parking structure to search for other available parking. An additional parking structure consisting of approximately 600 to 700 spaces would alleviate this problem by providing direct access to another parking structure for the overflow.

 As part of Phase III, Implementation, the existing walkways within the Harbor-Pier area will be more clearly identified. An access program indicating the location and type of signs, benches, landscaping and other improvements will be developed.

During Phase II, Preparation of the Land Use Plan, it became apparent through public input that existing walk-ways within the Harbor-Pier area are not adequately identified for the public. Therefore, to improve accessibility within this area it is important to develop a continuous system that links all of the major activities and pedestrian and recreation areas. Funding sources will be investigated for construction of improvements.

3. The City will continue to diligently enforce existing parking standards for new development.

By requiring adequate parking for new developments within the Coastal Zone in the past, the City has assured adequate parking accessibility to the beach and the Harbor-Pier area. This policy will be continued by assuring the adoption of adequate parking standards in the implementing ordinances of the Local Coastal Program. 4. The total supply of on-street parking within the Coastal Zone will be retained to assure adequate parking access to the beach and Harbor-Pier areas.

During Phase II, parking inventories were conducted to include all on-street parking within the Coastal Zone west of Catalina Avenue. The existing supply of on-street parking in conjunction with the existing parking lots and structures was determined to adequately meet total demand. Therefore, it is important to preserve the existing parking supply.

5. The City will construct additional bikeways on inland routes leading into the Coastal Zone as funding becomes available.

The City's bikeway plan proposes bikeways along and connecting to the Coastal Zone. Continued implementation will lead to the improvement of bicycle access within the Coastal Zone.

6. Transit usage for recreational purposes will be encouraged.

The City will encourage transit agencies to promote broader public consciousness and acceptance of mass transportation as a practical means of recreational travel. Public transportation will include accommodations for the physically handicapped, bicyclists, surfers, divers, and others with bulky equipment. Weekend schedules should be established with specific stops and pick-up points designed to serve recreational users.

7. During Phase III, Implementation, the City will investigate funding sources for implementation of a tram service within the Harbor-Pier area.

The feasibility of any tram service for the Harbor-Pier area depends on several factors. First, funding sources must be investigated and obtained, and secondly the system must be convenient, dependable and inexpensive enough to attract ridership. Experience has proven that many tram systems fail due to insufficient trial periods of operation. Adequate funding must be obtained to provide ample opportunity for attracting riders.

8. As new development occurs or as leases are renegotiated in the Harbor-Pier area the City will to the extent practical and feasible, require access for the public.

Unrestricted physical access for the general public within the Harbor-Pier area will be provided whenever possible as new development occurs or as leases are negotiated.

9. Existing public parking spaces in the Harbor-Pier area will not be reduced as a result of further development in the area.

In the event of the removal of existing public parking spaces in the Harbor-Pier area, additional spaces equal in number to those removed must be provided within the Harbor-Pier area.

10. Public support facilities, specifically public restrooms and fish cleaning facilities will be provided within the Harbor-Pier area to serve the interests of the public.

The need for public support facilities in the Harbor-Pier area became evident during the public input phase of the Local Coastal Program. Priority will be made for the provision of public restrooms and/or fish cleaning facilities on Mole A, the Monstad and Horseshoe Piers promenade extension, in the vicinity of the hand carry small boat launch facility and at the base of the 3-acre park under construction in the Redevelopment Area.

June 14th, 2022

Question:

What is the approximate cost of hiring a third-party consultant to review the Los Angeles County Fire Department survey?

Response:

The cost for any consulting service will ultimately be dependent on the exact scope of the review and how long the work will take. The City would most likely process any quotes for these services after completing a comprehensive request for proposals of all of the qualified candidates that wish to respond.

In order to generate an approximate price range for purposes of the Fiscal Year 2022-23 budget discussion, some basic research was done utilizing information gathered from the City of Hermosa Beach that recently went through the process of annexation by the Los Angeles County Fire District.

Per the Hermosa Beach Finance Director, the City paid approximately \$22,000 to Citygate Associates, LLC for an independent review of the County's proposal. It should be noted that this was in 2016 and that Citygate had conducted additional work for the City (which may have resulted in a reduction of costs for this particular effort). The Citygate review of the LA County Fire District proposal is attached to the BRR for reference. The scope of that document was "to review the operational and fiscal components, including start-up costs, of the Los Angeles County Fire District's (District) contract for fire services proposal to the City (Hermosa Beach). Citygate also was to peer review the City staff's fiscal analysis of contracting fire services versus ongoing City Fire Department costs."

The City reached out to Citygate for a preliminary quote. The company is hesitant to provide an estimate until a specific scope of work is available and they are able to determine the total hours necessary for assessment completion. Staff has generated a very rough estimated cost using the available information for a three fire station analysis, as opposed to the one station review performed in Hermosa Beach, and considering inflation. The range of cost for a third party review of the LA County Fire Study for Redondo Beach Fire Services is estimated to be approximately \$40,000 - \$60.000.

Attachment:

Citygate Review and Assessment of LA County Fire District Proposal



REVIEW AND ASSESSMENT OF THE OPERATIONAL COMPONENTS OF THE LOS ANGELES COUNTY FIRE DISTRICT PROPOSAL

DECEMBER 14, 2016



2250 EAST BIDWELL ST., STE. 100 FOLSOM, CA 95630

PHONE: (916) 458-5100 **FAX:** (916) 983-2090

Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

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Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

EXECUTIVE SUMMARY

Citygate Associates, LLC (Citygate) was retained by the City of Hermosa Beach (City) to review the operational and fiscal components, including start-up costs, of the Los Angeles County Fire District's (District) contract for fire services proposal to the City. Citygate also was to peer review the City staff's fiscal analysis of contracting fire services versus ongoing City Fire Department costs. The goal of this review is to independently verify that all the operational and fiscal issues have been properly dealt with so the City Council can, with full transparency, make an informed policy choice for the provision of fire services. All parties involved have modeled the costs to provide, to a great degree, a similar fiscal comparison of the choices.

POLICY CHOICES FRAMEWORK

As the City Council and Executive Management understand, there are no mandatory federal or state regulations directing the level of fire service response times or outcomes delivered by a City. The body of regulations on the fire service provides that <u>if fire services are provided</u>, they must be done so with the safety of the firefighters and citizens in mind. Historically, while the City has made investments in its fire and ambulance services, it has been increasingly challenged to provide fire services as the costs and complexity of doing so have risen dramatically over several decades.

CITYGATE'S OVERALL OPINIONS ON THE FIRE SERVICES CONTRACT PROPOSAL

In brief, Citygate finds that the City has all the cost and staffing depth challenges of operating a one-station fire department with appropriate line and command staffing to meet operational and safety challenges. Citygate finds that the District and City have done a best-practices job of setting forth a contract for fire services framework that not only meets the City's needs, but raises the level of fire service depth of personnel and technical services past the point a small city could ever fiscally justify.

Citygate finds that all the needed costs have been identified correctly and, at this point, the cost of enhanced City fire services, at \$6,225,198, is only about \$385,000 less than the cost of a Fire District contract. The cost figures, at this point, are still estimates, but are close enough to hold final discussions and make policy choice work worthwhile.

Citygate therefore **recommends** that, for a single-station fire department, the much higher level of fire services and personnel redundancy offered by the Fire District contract proposal make a District contract very advantageous to the City.

Executive Summary page 1



Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

Section 1—Citygate's Review Methods

Citygate's Public Safety and General Government Principals conducted this review consistent with Citygate's Project Team members' experience in fire services and local government finance administration. As best-practices guidelines for fire services, Citygate utilizes various National Fire Protection Association (NFPA) publications, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI). Citygate is familiar with the provision of fire services in small cities, as well as the services and costing methods of several of the largest fire departments in the state, including the Los Angeles County Fire District.

Citygate requested a large variety of City and Fire Department operating and budget documents in addition to the Fire District's proposal. Citygate also interviewed key City and Fire District Managers that worked on both the District's proposal, as well as the City staff fiscal analysis.

As for field operations, Citygate conducted a joint fire services operational analysis for the City and Manhattan Beach in early 2014 and, as such, Citygate acquired a robust operational understanding of Hermosa Beach's fire and ambulance service issues and challenges. Citygate also discussed, with the City's Interim Fire Chief, the current operational staffing and Fire Station building issues, along with his recommendations for restoring Hermosa Beach fire services if a contract with the District is not feasible.

Once Citygate completed the preliminary assessment, Citygate discussed the observations with the City team to fact check the information and understanding obtained.

Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

Section 2—Review of the Fire District's Operational Proposal and Conversion Costs

To place the District's services and cost proposal into context, it is necessary to discuss what should comprise an appropriate small city fire department. That small-city, best-practices organization should be compared to the Hermosa Beach Fire Department (Department), both as it operates presently and as it has been proposed to operate in the future as an independent agency. Each of the City's choices can then be compared to the District's proposal. Finally, in addition to the District's ongoing services and costs, there are one-time conversion issues when transferring a city-based fire department to a contracted regional service. This section will review the conversion issues and ensure that they are addressed by the District's proposal.

2.1 MINIMUM FIRE SERVICES

A fire department needs a management organization that is properly sized, adequately trained, and appropriately supported. Over the last twenty years, there are increasing regulations with which to comply. In addition, the proper hiring, training, and supervision of emergency response employees requires an equally serious commitment to leadership and general management functions.

There are also safe, effective minimum requirements for line fire crew staffing. A department must be staffed sufficiently to compensate for absences due to vacation, illness, injury, and other types of absences, including short-term vacancies due to retirement or resignation.

In addition, Emergency Incident Command responsibilities are very different from the day-to-day business management of a fire department. Chief officers performing incident command and safety oversight must be trained and credentialed for that role. All safety laws must be followed and, over the last two decades, the Occupational Health and Safety Organization (OSHA) has made safety compliance both the personal responsibility of the incident commander and the employer. No longer can employers shield the responsible command chiefs if OSHA finds a lack of training and safety command organization at an incident.

Furthermore, the training and clinical quality assurance of paramedics must be completed by certified personnel that also must keep exacting records. These requirements are in addition to normal, everyday managing of a fire department's human resources and fiscal needs.

In its earliest decades, almost none of these requirements were present for Hermosa Beach to be concerned with. However, given the complexity of modern fire services, the headquarters staffing and program costs are clearly more expensive than is cost effective for a one- to three-

Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

station fire department. In fact, a minimum headquarters team could sufficiently staff a three- to five-station fire department.

Citygate has long recommended the following minimum headquarters positions for even the smallest agencies, even if staffed entirely by volunteers. The duties performed by these positions are essential to any fire services operation:

- One Fire Chief
- ◆ Three Battalion Chiefs on a 24/7/365-basis
- One Fire Marshal or Fire Prevention Officer for Fire Code enforcement
- One Office Support professional (clerical) with support from City Hall in case of absences.

In this minimum headquarters staff of six personnel, the functions of training, equipment, fleet management, and other management duties must be completed by the 24-hour shift Battalion Chiefs. Small departments can typically hire, in addition to the above positions, a part-time paramedic oversight and training position. Even this level of headquarters staffing does not provide much depth, redundancy, or succession planning for the Chief Officers.

For line fire station personnel on 24-hour shifts, small departments are typically well advised to hire more personnel than the per-shift minimum to not place all the absence coverage on off-duty personnel via overtime. For a one-engine and one-ambulance fire department that staffs its engine with three personnel and its ambulance with two personnel, as does Hermosa Beach, Citygate would recommend that each shift be staffed by a total of seven personnel to sufficiently account for relief and long-term injury redundancy.

2.2 Current and Planned Hermosa Beach Fire Services

2.2.1 Current Fire Services

Due to the economic pressures of the past recession, retirements, and resignations, the current Fire Department staff consists of:

- One Interim Fire Chief
- ◆ Three Fire Captains, one per shift to supervise the engine and ambulance crew
- Five Fire Engineers (driver operators) to handle the fire and ambulance units. Four of these personnel are paramedics, and the fifth is an Emergency Medical Technician (EMT)
- ◆ Seven Firefighter/Paramedics



Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

- ◆ Zero Firefighter/EMTs
- One Administrative Assistant
- ◆ Fire Inspector
- Emergency Manager.

This employee roster means that there is a two-position headquarters team, no chief officers for incident command other than the 40-hour Interim Fire Chief and/or mutual aid, and a bare minimum of 15 fire crew personnel. This means that each shift is staffed by five personnel with all vacancy coverage being provided via overtime.

2.2.2 Planned Fire Services

If the Department remains an independent, City-based organization, the Interim Fire Chief has proposed the addition of:

- ♦ Three Battalion Chiefs on a 24/7/365-basis
- ◆ Three Firefighter/Paramedics, one per shift, increasing each shift's personnel to six.

This enhancement still would not provide a dedicated fire prevention position, or a backup for the Administrative Assistant. It also assumes the City can hire a qualified, permanent Fire Chief and three Battalion Chiefs to do everything needed for a one-station department without relief or back up. It also assumes that this minimum staffing would not create an adverse amount of overtime for current staff, which is why Citygate recommends a seven-personnel daily staff rather than the six-personnel daily staff.

Finding #1: Citygate cannot support, in any manner, the current staffing level of the Hermosa Beach Fire Department. Personnel will wear out, and the size of the headquarters team is insufficient to provide the necessary oversight for firefighting and paramedic services.

2.3 Los Angeles County Fire District Services Proposal

The District is proposing a similar level of staffing as the City provides by fielding one 3-firefighter engine company and one 2-firefighter/paramedic squad for a daily staff total of five. Overtime is covered by not only the District's 5-person daily staffing at the Hermosa Fire Station, but also the larger, District-wide work force to ensure fire staff do not incur an adverse

Review and Assessment of the Operational Components of the Los Angeles County Fire District Proposal to the City of Hermosa Beach

amount of overtime that affects firefighter work quality, safety, and willingness to continue working for the Fire Department.

Normally, the District does not operate ambulances; the ambulances are provided from private sector companies under agreement with the Los Angeles County Emergency Medical Services (EMS) Agency. If the City wants to continue to provide an ambulance and bill for those services, the City could contract a private ambulance company and be entirely responsible for the service and costs.

The District's proposal also includes fire prevention services and all needed emergency incident command and headquarters support and oversight services. To provide the most straightforward cost comparison, Citygate's analysis will assume the District's proposal of a fire engine and paramedic squad.

In the District's proposal, multiple units for serious emergencies (e.g., a First Alarm building fire) would bring the closest units from existing Hermosa Beach mutual aid partners, as well as District units that are approximately five miles away. For catastrophic emergencies, the District would send all the needed regular and specialty resources such as engines, aerial ladders, helicopters, and technical rescue and hazardous materials response teams. The District's dispatch center would handle the Hermosa Beach units as it does all its regional units.

There is a unique District service that can also assist the City. The District's Lifeguard headquarters is in Hermosa Beach. The Lifeguard headquarters is staffed year-round with multiple Lifeguard Division members. Today, the lifeguard is no longer only a rescue swimmer. Lifeguards are trained in a variety of first responder skills, including EMS. Lifeguard command staff are trained and participate in command teams, as do District Chief officers, at serious emergencies. There is no reason that for serious events "landside" that lifeguards cannot also be dispatched as first responders to assist, especially on critical EMS events near beaches.

The District's proposal provides a very robust, best-practices-based management, training, fleet, dispatch, and EMS clinical oversight team.

Finding #2: Citygate finds the District's services proposal completely meets the operational needs, present and future, for Hermosa Beach's risks and expected emergencies. There is no way a one-station fire agency can ever cost effectively afford the headquarters team bench depth, specialties, and extra technical response capacity as found in the District's proposal.

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2.4 CONTRACT FIRE SERVICES CONVERSION ISSUES

In converting fire services to a contract with a regional provider, there are some one-time personnel and technical issues with which to deal as the conversion begins. The District lists the following issues and costs in its proposal:

- 1. Personnel and earned leave (vacation and sick leave start-up balances)
- 2. Benefits including pension and health care
- 3. Rank and seniority conversion
- 4. Dispatch, radio, and computer systems technology conversion
- 5. A health safety and building code assessment of the existing Fire Station
- 6. The ability to assist the City with repairing or replacing its Fire Station.

Based on Citygate's experience with contracting for, and participating in, regional fire services, Citygate has not identified any omitted start-up conversion items. The proposed costs for one-time conversion issues appear fair and within local government norms. Once converted, all high-expense and liability items are transferred off the City's books and future liabilities. It is hard to place a cost on the significance of the City forever not being responsible for personnel tragedies, fire apparatus or station failures, or safety code upgrades. All such issues would be handled by the District at its very large economy of scale, and then passed onto all the contract cities fairly.

Finding #3: Citygate finds that the District's proposal adequately and fairly addresses the usual and customary fire service conversion costs, both personnel and operating assets. Citygate did not find any issues to be added.

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SECTION 3—REVIEW OF THE FISCAL COMPONENTS OF THE LOS ANGELES COUNTY FIRE DISTRICT PROPOSAL

3.1 DISTRICT-PROPOSED ANNUAL AND START-UP CONTRACT COSTS TO THE CITY

The District initially proposed to provide fire services via contract to the City of Hermosa Beach at an annual cost of \$4,914,278. Upon a review by the City and the District of the fire prevention program needs of the City, the annual cost was reduced to \$4,786,928. This cost maintains the current level of fire prevention service for the City, and is based on a better understanding of the City's workload data for fire prevention.

In addition to the annual cost of \$4,786,928, the District contract requires the City to fund the following start-up costs to transfer the City's employees to the District, and match District dispatch technology and fire station rehabilitation work that the City had postponed since the recession:

- 1. Pay the \$12,000 cost incurred by the District to evaluate and determine which City fire apparatus and equipment can be used by the District, and which equipment will need to be replaced to ensure it meets the standard safety and/or functional specifications of similar District equipment.
- 2. Pay \$220,994 to the District to ensure that no employee is transferred to the District without any available accumulated vacation and sick leave time. For each employee that has accumulated unused vacation and sick leave time, a maximum of ten vacation shifts and six sick shifts will be credited to each employee. These costs may be payable to the District over an initial three- to five-year contract period, based upon the final contract negotiations between the City and the District. Additionally, the City will owe fire employees transferring to the District an estimated \$371,942 for unused vacation and sick leave payout as they leave City employment.
- 3. Pay the annual cost of major maintenance and rehabilitation of the Fire Station that is in excess of \$50,000 (this cap is increased by 10 percent per year during years six through ten).
- 4. Optionally pay the District to undertake the rehabilitation or new construction of the City's Fire Station. The repair/replacement choice, cost, and method of payment to the District would be the subject of contract negotiations between the City and the District.

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- 5. Provide the District with a fire apparatus fueling site if the current arrangement for obtaining fuel from a City of Redondo Beach facility is not continued.
- 6. Pay the cost of site abatement and mitigating environmental hazards found on the City Fire Station site.
- 7. Transfer to the District the City's interest, right, and title, which shall be free and clear, for specified pieces of vehicular equipment which will be necessary for the fire operations within the City as staffed by the District. This includes fire apparatus and other equipment essential to the operation of the vehicles or Fire Station. The current County estimated value of the transferred equipment is \$490,226.

3.1.1 Annual Payment Cap

To provide some ability for the City to forecast its annual fire service contract expenditures, the District has provided an annual payment cap provision:

- A four percent payment cap would be placed on any increases to the City's annual fee each year for the first five years of the agreement. This payment cap applies only to the City's annual fee payment amount (i.e., the salary, employee benefits, and overhead cost). Calculation of the payment cap would not include any conversion costs, credits, rebates, etc., which may be factored into the City's monthly payment amount.
- For the sixth year of the agreement term, the payment cap would be the average of the immediately preceding four years' percentage increases in the annual fee, plus one percent. For the seventh year of the Agreement, and each subsequent year, the payment cap would be the average of the immediately preceding five years' percentage increases plus one percent.
- In any year in which the City's annual fee payment amount exceeded the preceding year's payment amount, plus the applicable payment cap, payment of the excess amount would be deferred to a subsequent fiscal year when the increase in the annual fee payment for that fiscal year over the preceding fiscal year is less than the payment cap. The excess amount would be repaid by the City in any subsequent fiscal year to the extent the City's annual fee payment increase in that fiscal year is less than the excess amount for that fiscal year.

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3.2 Assessment of the Fiscal Components of the District Proposal

The required financial assumption required by the Los Angeles County Board of Supervisors is that any contract for fire services will recover the full cost incurred by the District in both annual cost as well as operational start-up of fire services. Thus, the District has used the same financial format and formulas in determining the Hermosa Beach contract cost as is used for other District contract cities. The District's cost formula is composed of three principle parts: personnel labor and benefits, administrative overhead on the quantity of personnel and services required in the City, and one-time contract start-up expenses.

3.2.1 Labor and Benefit Expense Calculation

While firefighters will be assigned to the City's Fire Station, employee turnover, promotion and transfer, overtime coverage, and use of District fire crews from elsewhere in Hermosa Beach will result in fire personnel of various pay and benefit levels filling the assigned positions. The District develops an annual labor and benefit cost that represents the average of personnel expenses and, when used, will result in the full recovery of labor and benefit costs throughout the District. This "Uniform Personnel Cost" was used to develop the labor and benefit cost portion of the District contract proposal amounting to \$3,566,445.

Finding #4: Citygate reviewed the District formula and detailed Uniform Personnel Cost supporting materials and concurs in the adequacy and appropriateness of using this information to develop the District's personnel costs in the Hermosa Beach proposal.

3.2.2 District Overhead Expenses

The current City Fire Department budget does not include an "overhead" or "City Hall administrative services" budget section; Doing so is typical for line-operating department budgets in suburban cities. When the City develops its Fire Department line-item budget, all the specific expense categories are listed separately with their own budget dollars. Examples are, "personnel services," "retirement," "safety eye protection glasses," "repair to turnout safety equipment," and "service to Fire Department small tools."

The nearest the City comes to including overhead expenses in the Department budget are line items for "Building Maintenance Charges," "Communication Equipment Charges," "Equipment Replacement Charges," and "Insurance User Charges." Such Citywide operating expenses are charged to the line departments (e.g., Fire Department) from a central budget category. Thus, each City department pays its fair share of the central Citywide charge for these services.

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The District uses a different budgeting approach because the District supports many fire stations that are overseen by a command structure supervising several sites and stations that use common products and share supplies and materials. Thus, the District combines area-wide supervision and supplies into a District-wide "overhead" category. This approach is fiscally and operationally more efficient for it. The District develops what it labels as an "Overhead Expense" which includes items such as: the cost of the Battalion Chiefs, Assistant Fire Chiefs (that act as Fire Chiefs for the contract cities), Administrative Assistants, charges similar to the cities such as for information technology and communications, all materials, supplies and services used by the fire stations, vehicle fuel, parts and replacement, and paramedic oversight support staff.

The District's overhead expense amounts to 34.2213 percent of the labor and benefit costs in the proposed Hermosa Beach contract. When this overhead amount is compared to the general expenses that the City budgets as individual line items, the result is essentially the same. The City spends an estimated 32 percent of its overall Fire Department budget for similar items.

Finding #5: The District overhead expense format, and the way the District calculates and distributes the costs among fire stations, fairly distributes the benefits of supervision, supplies, equipment, etc., that each station and station labor need to operate.

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Section 4—Review of the City's Analysis of the Fire District Proposal

4.1 PROPOSED CITY FIRE DEPARTMENT BUDGET WITH ADDED STAFFING FOR FISCAL YEAR 2016-17

The City has estimated a fiscal year 2016-17 Fire Department net budget \$6,225,198 to provide upgraded Fire Department staffing for increased effectiveness, safety, and operational sustainability. The increased staffing will include three new Battalion Chiefs (one per 24-hour fire crew shift) and three additional firefighters (one per shift). The enhancements will provide a daily shift staffing of six firefighters and one chief officer in addition to the 40-hour per week Fire Chief position. The minimum daily staffing of each fire shift will be five; the remaining staff position will provide relief to lower the overtime need for vacation, other absences, and employee vacancies.

Finding #6: The City's latest draft fiscal year 2016-17 budget of \$6,225,198 has correctly included not only the salary and benefits for the added positions, but also the materials, supplies, services, and support expenses that would accompany this staffing increase, along with a credit for revenue earned by the Fire Department.

This increased staffing represents the budgeted cost of a Department that the City Fire Chief recommends as the minimum necessary to fill the existing staffing shortfalls in providing fire protection to the City. However, the actual net Department cost to the City General Fund is more accurately represented by subtracting the annual Department-generated fire prevention revenue of \$34,740 and the approximately \$500,000 in annual ambulance revenue generated by the paramedic staff included in the Fire Department budget. This credit is applied against the Department budget because the labor and materials to provide the inspection and ambulance service is in the overall Department budget.

Finding #7: An estimated net annual Department expense of \$6,225,198 for the City in fiscal year 2016-17 at the upgraded staffing level results from subtracting the revenue received by the Department as a credit against the City's General Fund expense.

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4.2 FIRE STATION REHABILITATION OR REPLACEMENT

The current City Fire Station is well past its expected safe and effective life cycle. City, District, and Citygate staffs agree that the building needs major rehabilitation or replacement as soon as possible. The City will incur this expense regardless of whether it retains its own Fire Department or contracts for fire service with the District. However, under a contract with the District, the City does not have to rehabilitate the administrative office spaces significantly because the District will not require that square footage.

Several fire station rehabilitation or replacement options have been explored by Mary McGrath/Architects, a consultant retained by the City. For ongoing full City usage, the options studied provide a cost range of rehabilitating the Fire Station at \$4,068,000, to replacing the current station between \$10,328,000 and \$14,684,523.

The District estimate for rehabilitation (including a 15 percent contingency) is \$2,091,000, and a range from \$5,020,000 to \$10,925,000 to construct a new fire station for just a single-engine company and paramedic squad. It appears that the District is willing to "front" these expenses and permit the City to pay off the expense over a five-year period. While this is a beneficial proposal with the annual expense spread over only a few years, this may cause the City to instead consider undertaking the work itself, and finance with bonds over a longer time period to lower the annual payment. Either way, the City must look at not just annual cost, but also the total cost of borrowing, including interest on debt service.

Finding #8: The current Fire Station rehabilitation or replacement cost is estimated at a cost range from \$2,091,000 to \$14,684,523, dependent on full City use, partial District use, and the choice of rehabilitation or replacement. While the City will incur the expense, the annual cost will depend upon policy choices made by the City regarding who is to undertake the work and the financing option used.

4.3 CONTRACTING WITH THE FIRE DISTRICT: CITY STRANDED COSTS, UNFUNDED RETIREE HEALTH, AND CALPERS PENSION LIABILITY

In contrast to the City's Fire Department first-year net cost of \$6,225,198, the District has proposed an expense of \$4,786,928. However, City staff appropriately identified costs in the Department budget that will remain with the City even if it contracts with the District. The identified costs are named "stranded (residual) costs," which include items such as a portion of the City's vehicle replacement and communication/technology expenses that include portions of

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other City personnel and other expenses that cannot be "divided," and thus partially lowered in future years, even if the Department is no longer an internal part of the City. Other stranded costs include the Department's portion of the Workers' Compensation and Liability expenses, accrued before separation to the District that will not be reduced or transferred to the District. Specifically, the City will retain the following expenses as they appear in the Fire Department fiscal year 2016-17 budget:

<u>Table 1—Fiscal Year 2016-17 Stranded Costs</u>

Item	Current Annual Cost
Vehicle Replacement	\$38,785
Insurance (Workers' Compensation and Liability)	\$345,421
Communications and IT	\$23,321
Building Maintenance	\$4,325
Emergency Manager	\$100,023
Total	\$511,875

In addition to the "stranded costs" that continue to be a City expense, the City will also owe the State of California pension system, CalPERS, the unfunded liability on the City sworn and non-sworn Fire Department positions that are either transferred to the District, or which are transferred to a different function in another City Department. These liabilities were accrued prior to the transfer of fire employees to the District. As part of these costs, the City employees will retain CalPERS pension benefits earned to date, but will transfer into the separate District pension system.

Thus, the liability represents funds that CalPERS has not yet collected from the City, but will need in the future to pay the full-required CalPERS portion of the earned pension benefits in City employment. In the latest available CalPERS report to the City, this amount is \$7,984,615 for both the older Classic Benefit Sworn Fire personnel, and the several newer fire personnel under the post-recession state PEPRA retirement benefit plan.

It is important to note, however, that the City Fire Department budget *already includes* approximately \$800,000 to pay down over time the unfunded liability expenses for these employees as part of the City's budgeted CalPERS pension expenses. Thus, contracting to the District does not generate an *additional* liability payment.

To pay CalPERS the unfunded pension liability if the City contracts with the Fire District, there are several options discussed by the City's CalPERS actuary, with the least annual expense ranging over the next five years from \$602,561 to \$912,153. However, it appears very likely that

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CalPERS will lower its annual investment earnings rate which will increase this unfunded liability amount owed by the City. The actual annual cost will then very likely exceed \$800,000 per year, which is an expense the City will continue to have even if it contracts with the Fire District.

The City also has an unfunded liability of about \$866,000 for retiree health benefits to Fire employees. For fiscal year 2016-17, this has been estimated at \$108,312. This will be a continuing expense that rises to \$123,117 in fiscal year 2020-21 until the unfunded liability is paid off.

Finding #9: To directly compare the cost of the Fire District contract with continuing a City Fire Department, expenses have to be *added* to the base District contract amount to include a minimum of \$800,000 for the CalPERS unfunded liability payments, \$108,312 for the unfunded retiree health benefits, and the estimated \$511,875 in annual "stranded" costs.

4.4 CONTRACTING WITH THE FIRE DISTRICT: AMBULANCE REVENUE OPTIONS

The City currently staffs a fire station with five personnel, three of which operate the fire engine, and two firefighter/paramedics that staff an ambulance. All the labor, materials, and contract expenses to operate the ambulance services are in the City Fire Department budget, but the actual expenses have not been separated to compare the ambulance system expense to the annual revenue.

Currently, annual ambulance revenue received is estimated for fiscal year 2016-17 at \$500,000, while the actual billing revenue is closer to \$1,200,000, with about 42 percent of this latter number as not collectable due to Medical and Medicare required write-downs. Actual operating expense, based on using newly-hired firefighter/paramedics on the ambulance, includes a personnel cost of \$789,753 plus the cost of overtime, materials, supplies, contract clinical oversight/training services, and ambulance maintenance, fuel, and replacement. It appears the City expense is nearly twice the annual estimated \$500,000 in net ambulance revenue.

In a contract with the District, the City's Interim Fire Chief has suggested one ambulance alternative, which is to contract with a private ambulance company to operate the City ambulance system. Under that scenario, actual expenses were estimated at about \$403,000 per year, leaving the City with minimum positive revenue of about \$97,000. Additional effort to recover unpaid ambulance billings could somewhat increase this positive revenue flow, although not significantly.

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Another alternative is for the City to simply relinquish the ambulance service to the County EMS Agency. Private ambulance companies commonly provide all transport in the District and elsewhere in the County. In this case, the ambulance company retains all revenue more than operating cost; however, the ambulance company also assumes all risk to meet the County EMS Agency response time requirements, including providing other unit coverage if the one ambulance in the City is committed to an incident when another call for service is received.

If the City retains the authority to operate an ambulance contract, it assumes all the rate-setting, operational multi-unit coverage needs, and billing complaint responsibility and liabilities. To do so will minimally require City Hall overhead time, along with the unknown risk of operational liabilities and/or revenue shortfalls. For revenue of approximately \$97,000, the City should discuss if the revenue is worth more than the risks.

Finding #10: The City's ambulance revenue is impacted depending on which of several ambulance service alternatives it chooses to pursue. If the City retains ambulance service responsibility and contracts with a private provider, the net revenue loss in contracting with the District will total about \$403,000 per year. This is an expense that will need to be added to the District contract expense along with the "stranded" costs and CalPERS unfunded liability expense.

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SECTION 5—COMPARISON OF CITY FIRE DEPARTMENT TO FIRE DISTRICT CONTRACT EXPENSES

The City Fire Department fiscal year 2016-17 cost, reduced for Department-related revenue for fire inspection/permit services and ambulance revenue, totals \$6,225,198.

In comparison, the Fire District expense, with the addition of the "stranded" costs, CalPERS unfunded liability payments, and potential City ambulance revenue loss, totals \$6,610,115. This comparison is reflected in the following table:

Table 2—Fiscal Year 2016-17 City Fire Services Expense Comparison

Expense Element	City Fire Department with Expanded Staffing	Fire District Proposal with Added Continuing City Expense
Fiscal Year 2016-17 Proposed Cost	\$6,759,938	\$4,786,928
Vehicle Replacement	-	\$38,785
Insurance (Workers' Compensation, Liability, etc.)	-	\$345,421
Communications and IT	-	\$23,321
Building Maintenance	-	\$4,325
Emergency Manager	-	\$100,023
Unfunded CalPERS Liability	-	\$800,000
Unfunded Retiree Health Benefits	-	\$108,312
Less Inspection Revenue	\$(34,740)	-
Ambulance Revenue	\$(500,000)	\$500,000
Net Cost with No City-Provided Ambulance	\$6,225,198	\$6,707,115
Ambulance Revenue Net of Private Ambulance Contract Cost from City Private Ambulance Operator	-	\$(97,000)
Net Cost if the City Contracts to Provide Ambulance Service	-	\$6,610,115
Potential One-Time Capital Cost/Savings from Fire Station Replacement or Rehabilitation	New Headquarters Station: ± \$14,684,523	Fire Station Rehabilitation: ± \$2,091,000

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- **Finding #11:** The General Fund cost of a rebuilt and ongoing separate City Fire Department at \$6,225,198 is an estimated \$384,917 less than the cost of a Fire District contract that includes the City using a private ambulance vendor. The cost figures, at this point, are still estimates, but are close enough to hold final discussions and make policy choice work worthwhile.
- **Finding #12:** Significant capital cost savings occur for the City if it chooses to contract with the District and have the District rehabilitate the current fire station at an estimated cost of \$2,091,000 as compared to an estimated cost of \$14,684,523 if the City retains its own fire station and constructs the needed headquarters offices and fire station.
- **Finding #13:** Even with three added chief officers and three added firefighter/paramedics (one firefighter/paramedic per shift), an independent, one-station fire department will always be fragile and subject to personnel vacancies and limited fiscal ability to provide all typical fire service programs within regulatory compliance. For nearly the same cost, the City, in a contract with the District, purchases comprehensive, sustainable fire services.

June 14, 2022

Questions:

What are the staff impacts and costs associated with conducting City Commission meetings both in-person and via Zoom?

Response:

Currently, after-hours audio visual (AV) technical support for both City Council meetings and Commission meetings are provided by full-time salaried (non-FLSA) Information Technology staff. The number of after-hours worked varies and is in addition to regular daily schedules and other off-hour emergencies. Preparation for the meetings pulls staff away from routine work as the average window of support is from 4:00PM to ~7:30-8:00PM, depending on when the meeting starts. Meeting setup tests are generally conducted with City Clerk staff at ~11:30AM on the day of the meeting to identify any potential issues.

Zoom participation for the public is included in all City Council and Commission meetings and staff has been trained on managing that added complexity. The addition of remote participation by Commissioners (already available to Council Members) would require additional training for Commission Liaisons, but no additional cost. There are no direct technology costs associated with adding Commissioner remote attendance capability either. However, with the recent Council Chamber AV and broadcast upgrades, management of the AV infrastructure has become much more technologically complex (there are 23 computers running in support of a meeting broadcast).

The addition of Zoom and the Council Chamber participation in Zoom sessions, the new broadcast to YouTube feature and the integration of Granicus into the AV infrastructure has added several new potential points of failure. This is where the IT support for Council and Commission meetings has become critical. IT staff frequently troubleshoot and resolve issues that can potentially cause a meeting to be cancelled. Someone, other than the meeting's minutes secretary or staff liaison, has to be available to address these issues as they arise. Existing full-time IT staff are scheduled and can be counted on to staff and support the 3 to 4 City Council meetings each month, but cannot provide this level of support for an additional 10-12 monthly Commission meetings.

A potential solution that could provide support for City Council and Commission meetings – and also free up full-time IT staff to focus on their daily work – would be to provide funding to hire a dedicated part-time AV Technician (or Technicians). The position would be responsible for meeting setup, verifying properly functioning equipment, supporting City staff where necessary, troubleshooting and resolving any technical issues and

working with the contracted videographer when needed. The estimated support window would be 1-2 hours before meeting start times, to 1-2 hours after meeting start times, leaving when the AV system is stable.

Assuming on average 15 meetings per month for 12 months (beginning September 1, 2022), and 5 hours of support per meeting at approximately \$25.00/hour, the annualized cost would be roughly \$22,500 for one year of support. This number, of course, would likely vary due to time-extending issues that may arise during meetings, increases in hourly wages, or variance in the number of meetings held each month.

June 14, 2022

Question:

What City vehicles and equipment are scheduled for replacement by the Public Works Department in Fiscal Year 2022-23 through DP# 38 and DP# 39? What is the status of Zero-Emission Vehicle and Low-Emission Vehicle purchases for the City Fleet?

Response:

The Vehicle Replacement Fund (VRF) was established by the City during Fiscal Year (FY) 1983-84. It is a best management practice tool that allows the City to efficiently replace vehicles and equipment. The purpose of the Vehicle and Heavy Equipment Replacement Program is to evaluate, maintain, and replace vehicles and equipment on a schedule that optimizes their usefulness, avoids major repairs and periods of downtime, and captures ongoing technological improvements in vehicle safety, efficiency, environmental sustainability and performance. Most City vehicles historically have been replaced every 4-12 years, depending on their type and function, at an aggregate cost of between \$600,000 and \$1,500,000 each year.

Vehicle Replacement Fund (VRF) Balance

In the proposed FY 2022-23 Budget the expected beginning fund balance of the VRF is \$7.26 million prior to any decision packages being approved. It's important to note that the funding for the VRF comes from a variety of Department budget allocations depending on the Department's number and type of vehicles, maintenance and operation history, and use of fuel, and from other miscellaneous sources. Expenditures of the VRF are comprised of personnel, maintenance and operations, internal service fund, and overhead. Therefore, depending on the amount and types of vehicles/equipment that are due for replacement in the given fiscal year, the fund balance can increase or decrease significantly. Historically, the ebbs and flows in the fund balance are dependent on the amount and type of vehicles being replaced. Although the fund balance may increase due to the delayed replacement of vehicles/equipment, the need and funding to replace those vehicles/equipment remains and often at increased costs given inflationary impacts on goods and services.

Staff will continue to reassess the VRF structure on a year to year basis and evaluate individual vehicles/equipment to ensure the replacement cycle is in line with optimizing the full life of each vehicle/equipment without creating excessive maintenance and repair costs. It should be noted that in FY 2020-21 the City Council directed the extension of all vehicle replacement schedules for a two-year period to reduce annual VRF allocations. As a result, maintenance and repair costs have increased, as additional vehicle components reach the end of their useful life and require replacement.

Decision Package #38 Annual Vehicle Replacement

This year staff is recommending, via Decision Package #38, that nineteen vehicles/equipment be replaced at a total cost to the Vehicle Replacement Fund of \$1,039,272. The appropriation is necessary for the regularly scheduled replacement of nineteen (19) vehicles/equipment used by City employees to carry out their work assignments. Of the 19 vehicles/equipment, ten (10) are Police vehicles for administration, patrol, parking enforcement, and code enforcement divisions. One (1) vehicle is for the Building Inspection unit within the Community Development Department. Seven (7) vehicles are needed for the Public Works Department and consist of two (2) trucks and one (1) electric cart for the harbor division, three (3) trucks for parks and facilities, one (1) vehicle for engineering. Additionally, one (1) generator is scheduled for replacement. Per City Council direction, when feasible, Zero/Low Emission Vehicles (ZEV/LEV) are purchased. Public Works will continue to coordinate with the Departments to follow that direction for the FY 2022-23 vehicle purchases and that list is provided later in this report.

Decision Package #39 Vehicle Replacement Purchases FY2021-22 Carryover

Decision Package #39 recommends the re-appropriation of the unused funds (\$980,144) from FY 2021-22 to complete previously scheduled vehicle purchases. None of the sixteen (16) approved FY 2021-22 vehicles/equipment were delivered to the City due to supply chain issues/shortages in the market. As an example, from the FY 2020-21 approved vehicles list there are still nine (9) Ford CNG trucks that are ordered and not yet delivered and one (1) Chevrolet Bolt EV that will be delivered in coming weeks. The re-appropriation is needed now rather than as part of the regular fiscal year-end discussion in December to enable staff to execute the procurement of any outstanding vehicles between the months of July and November in the event they are made available for acquisition. Since the writing of the Decision Packages, Public Works was able to acquire two (2) additional vehicles from the FY 2021-22 vehicle replacement list. Removed from this request are two Police Patrol Sergeant Chevrolet Tahoes (units #651 and #652) that were approved by Council for purchase on June 7, 2022. The adjusted carryforward request in Decision Package #39 for the remaining three (3) vehicles and five (5) generators to be purchased is \$821,546 as a result of the recent acquisitions. This figure includes \$40,000 approved by City Council for the City Attorney's Homeless Outreach vehicle not current included in the VRF or the table below.

Table 1: FY 2022-21 Status of Vehicles/Equipment Approved for Purchase

Unit	Year	Existing Vehicle	Assigned	Dept	al Funding per unit	Status
104		CHEVROLET SUBURBAN-EQ	OPS-SPEC-SRVS	F	\$ 191,492	On Hold
651	2017	CHEVROLET TAHOE	PATROL-Sergeants	Р	\$ 79,298	In Progress
652	2017	CHEVROLET TAHOE	PATROL-Sergeants	Р	\$ 79,298	In Progress
660	2017	FORD UTILITY	PATROL	Р	\$ 66,112	In Progress
661	2017	FORD UTILITY	PATROL	Р	\$ 66,112	In Progress
672	2017	FORD UTILITY SLICK TOP	PATROL	Р	\$ 65,717	In Progress
675	2017	DODGE RAM CHARGER SLICK TOP	PATROL	Р	\$ 55,205	In Progress
678	2017	DODGE RAM CHARGER	PATROL	Р	\$ 55,748	In Progress
51-06	2006	GMC CANYON P/U XTRA CAB	CODE ENF	PL	\$ 29,074	FY2022-23 DP#39
59-07	2007	GMC CANYON P/U XTRA CAB	BUILDING	PL	\$ 29,074	FY2022-23 DP#39
261-08	2008	FORD RANGER UNIT 378 MOUNTED TO TRUCK	UPLANDS MAINT	PW	\$ 18,869	FY2022-23 DP#39
G-1	1999	CATEPILLAR 3306 GENERATOR	SEWER	PW	\$ 150,969	FY2022-23 DP#39
G-11	1999	GENERAC 99A03799-S GENERATOR	BUILDING OCCUPANCY	PW	\$ 246,145	FY2022-23 DP#39
G-12	1999	ONAN 175DGFB GENERATOR*	BUILDING OCCUPANCY	PW	\$ 149,210	FY2022-23 DP#39
G-16	1999	GENERAC 98A06019-S GENERATOR	BUILDING OCCUPANCY	PW	\$ 96,804	FY2022-23 DP#39
G-2	1999	MQ POWER DCA-25SSIU	SEWER	PW	\$ 27,420	FY2022-23 DP#39

Increased costs

Given upfront cost of all vehicles, including CNG vehicles, changing needs of departments, and supply chain-related price increases, there are several vehicles that are underfunded in the VRF for FY 2022-23 purchase. This amount is estimated at \$86,960 and is included in the requested appropriations in DP's #38 and #39. An ISF adjustment will be made at Mid-Year to fund the VRF for these overages based on the final purchase price.

Supply Chain Issues

Current supply chain issues have severely impacted the future availability of vehicles/equipment across all sectors and manufactures from small/mid-size vehicles, Zero-Emission/Low Emission vehicles, (ZEV/LEV), through to heavy duty trucks and generator equipment. Long delivery delays and costs well above MSRP are also experienced as a result of the national/global inventory issue. According to Cox Automotive, a leading provider of automotive data, current US Inventory supply shrunk 54% April 2021 to April 2022 from 65 to 35 day's supply. Recently, that level has dropped even further, to around 28 day's supply. The impact of the shortage is particularly challenging for municipalities/fleet purchases given public agencies procurement processes.

The vehicles/equipment recommended for purchase would be acquired through the City's regular purchasing procedures. The procedures contain a number of competitive purchasing options including the use of a "Piggyback" Bid which is a procedure of procuring goods or services by utilizing another public entity's recent Request for

Proposal (RFP) or Request for Bid (RFB), or the National Joint Powers Alliance (NJPA) Contract Cooperative Purchasing Program. Cooperative purchasing programs provide valuable benefits to state and local governments. By attaching to national or regional cooperatives, an agency has immediate access to competitively solicited contracts and guaranteed pricing and delivery options without expending staff resources on the preparation of its own RFB. Pricing is often attractive because of the purchasing power of these cooperatives.

However, due to the shortage of inventory in general, there is a limited availability of vehicles sold to fleets through cooperative purchasing programs, which has created additional challenges for the City including:

- Difficulty sourcing the appropriate vehicles required for departments' needs
- Short window open to fleet to procure vehicles (for recent PD Tahoe purchase this was approximately a 24-hour window)
- · Cancelation of orders
- Long delivery times once the Purchase Order is issued
- Long wait times for parts/materials if vehicles need to be retro-fitted (CNG etc.)

Public Works continues to research all vehicle options, including and specifically ZEV/LEV options, work with dealer/suppliers to stay informed of manufacturing inventory and windows for fleet purchasing, stand ready to move as quickly as possible to procure any suitable vehicles, and work with departments to ensure all possible vehicle options are explored.

Fuel Costs

According the U.S. Department of Energy a "vehicle that gets 30 MPG will cost you \$1,155 less to fuel each year than one that gets 20 MPG (assuming 15,000 miles of driving annually and a fuel cost of \$4.62). Over a period of 5 years, the 30-MPG vehicle will save you \$5,775." www.fueleconomy.gov

Despite, the higher MSRP of many of the EV options, Council recognizes the environmental and potential economic benefits of the EV options. The Department of Energy provides a fuel economy calculator to allow consumers to compare the cost of fuel by manufacture and vehicle type. A quick comparison of a 2022 Kia Niro (regular gasoline) versus a 2022 Kia Niro Electric shows an annual savings of \$829 in fuel costs based on 15,000 miles of driving. At Council's direction Public Works is exploring all feasible EV vehicle options to harness these savings. However, at this time there are no field-ready options for the City's fleet needs and there is still a heavy reliance on gas and CNG vehicles. Decision Package #35 – Increased Fuel Costs (Gasoline and CNG) requests additional funding to support fleet fuel costs in the face of forecasted sustained high costs during some or all of FY 2022-23.

Status of Zero/Low Emission Vehicles (ZEV/LEV)

The Public Works Department continues to work with other departments to recommend ZEV/LEV whenever possible and feasible. A number of LEV/Hybrid vehicles have been

deployed successfully in various departments. To date, there has been limited availability of ZEV that meet the needs of most departments. The City's ZEV/LEV vehicle total is 3 EV, 10 Hybrids and 16 CNG trucks out of a total of 193 vehicles.

Public Works has worked to identify vehicles that are scheduled to come to market in 2023 that will meet City needs. For example, in the Police Department, Parking Enforcement and Animal Control Municipal Service Officers (MSOs) are all cross-trained to perform both parking and animal control calls while on duty in any given shift. Working with the Police Department, Public Works has identified multiple EV vehicles (crossovers and trucks) that are appropriate for the dual role/functionality of the MSOs. That said, the challenge for all departments in the coming year will be to procure these high-demand vehicles in a marketplace with extremely limited inventory and to create the infrastructure to support the vehicles.

A large percentage of the City's fleet is comprised of public safety vehicles (Police and Fire) that currently have limited or no EV options available for purchase. There continues to be the development of economically viable, hybrid pursuit-rated police vehicles. However, there is still no sufficient data on their performance that would allow staff to recommend moving in that direction at this time.

As manufacturers expand their ZEV/LEV portfolio, Public Works will continue to find feasible vehicles from those offerings. In accordance with Council direction, the Public Works Department is looking to replace all standard light/medium duty trucks with alternative fuel trucks when feasible. At this time only CNG vehicles are available (with wait periods of more than 18 months). Public Works is also looking toward the planned release of EV trucks from a number of manufacturers in the coming years.

EV Infrastructure City Fleet Charging Needs

In March 2022, Public Works completed the first EV charging station project, installing 11 ChargePoint stations (total 18 ports) that service the existing City EV vehicles and introduced them on City property for paid public access. The Public Works Department is now in the preliminary stages of consulting with City departments, Southern California Edison and EV charging station vendors to determine next steps to create the infrastructure necessary to support a growing City EV fleet. Critical will be the development and funding of a master EV infrastructure plan to support the City's future fleet needs and take advantage of potential funding opportunities. This will be a multi-year project as the Department works within the constraints of space, aging City facilities & infrastructure and the availability of funding.

Planned ZEV/LEV Purchases in FY 2022-23

All of the vehicles/equipment recommended for replacement, including proposed ZEL/LEV vehicles are listed in the following table:

Table 2: Proposed FY 2022-23 Vehicle Replacement

Unit	Year	Existing Vehicle	Assigned	Dept	I Funding er unit	ZEV/LEV
621		DODGE RAM CHARGER	ADMIN	Р	\$ 41,410	LEV
57	2009	TOYOTA PRIUS HYBRID	BUILDING	PL	\$ 38,963	LEV
405	2009	TOYOTA PRIUS HYBRID	CODE ENF	Р	\$ 38,963	LEV
354	2009	FORD F-250 3/4 TON PICKUP	PARKS	PW	\$ 60,000	LEV
241-09	2009	FORD F-250	PARKS	PW	\$ 61,833	LEV
58	2009	TOYOTA PRIUS HYBRID	ENGINEERING	PW	\$ 38,463	LEV
647	2018	DODGE RAM CHARGER Equipped	PATROL	Р	\$ 56,208	N/A
649	2018	FORD UTILITY Equipped	PATROL	Р	\$ 67,000	N/A
665	2018	FORD UTILITY Equipped	PATROL	Р	\$ 67,417	N/A
671	2018	FORD UTILITY Equipped	PATROL	Р	\$ 67,417	N/A
401	2009	TOYOTA PRIUS HYBRID-Moved from E-B unit 7	PATROL- PARKING ENF	Р	\$ 38,463	LEV/ZEV
403	2009	FORD ESCAPE HYBRID	PATROL- PARKING ENF	Р	\$ 49,666	LEV/ZEV
404	2009	FORD ESCAPE HYBRID	PATROL- PARKING ENF	Р	\$ 49,666	LEV/ZEV
408	2009	JEEP WRANGLER RHDRIVE	PATROL- PARKING ENF	Р	\$ 43,474	LEV/ZEV
349	2009	FORD F-350 1-TON PICKUP-EQ	UPLANDS MAINT	PW	\$ 71,000	N/A
872	2013	TAYLOR-DUNN ELECT CART	UPLANDS MAINT	PW	\$ 12,276	N/A
243-09	2009	FORD F-250	UPLANDS MAINT	PW	\$ 67,749	N/A
348-09	2009	FORD F-350 1-TON PICKUP-EQ	BUILDING OCCUPANCY	PW	\$ 71,000	N/A
G-14	2018	GENERAC 98A06015-S GENERATOR	FIRE STATION 1	PW	\$ 98,304	N/A

June 14, 2022

Question:

What infrastructure upgrades have been identified in the Riviera Village parking study and what is their estimated cost?

Response:

In Fiscal Year 2019-20, the City Council approved funding for a parking study, primarily of paid parking, in the Riviera Village area. The scope of work and contract with Walker Consultants was finalized and approved by Council in February 2020. Unfortunately, before field work could begin, the project was halted due to COVID-19. The field work was resumed in October 2021 when it was possible for Walker to consistently deploy staff and when it was believed that parking conditions had "normalized' somewhat in a post-COVID environment. The parking study was completed in March 2022 and the final report will be brought to City Council this summer for review and direction regarding potential operational changes to various parking programs in the Riviera Village.

Operational Changes with Cost Associations

The majority of the parking study recommendations focus on operational changes to City parking programs and employee best parking management practices in the Riviera Village. These include, but are not limited to, changes to permit programs, time-parking limits, fee schedules, and parking locations for permit users. There are operational recommendations that if implemented would have associated costs including: increasing use of technology to make various elements of the parking programs more efficient, improving the customer purchasing experience, and streamlining enforcement.

Walker recommends moving the City's permit purchasing programs fully online and moving away from physical hard copy permits/stickers or hanging tags to digital enforcement. There is potential to do this using existing vendors but the costs will need to be explored further. Automatic License Plate Readers (ALPRs) would be required to facilitate electronic enforcement for permits and could also be used to enforce other parking payment systems. Estimated costs associated with ALPR systems for this use are \$50,000 per unit, not including the estimated cost of the required vehicle to mount it on (\$38,000).

In addition to operational improvements, the study recommends adjusting the fee schedules of various parking programs, most specifically the parking permit programs. As Walker's presentation to Council is scheduled for this summer, any Council direction to explore increases to the fees as listed on the Master Fee Schedule would be returned

to City Council for consideration as part of the midyear budget review or the FY 2023-24 budget adoption.

Parking Supply Increase with Cost Associations

The parking study demonstrated that at peak-times the RV parking needs were close to, or equal to, demand. Additionally, following a review of three years of revenue data, Walker remarked that "despite fewer meters in service due to the presence of dining decks, meter revenue was roughly equal to meter revenue in 2019 before the COVID-19 pandemic." This indicates that the removal of some parking in prime areas resulted in a shift in parking demand to meters and areas that were previously underutilized. Walker notes that "the removal of dining decks and the restoration of parking meters would likely pull demand back into the core of the Riviera Village from the outlying parking meters and the Triangle Lot."

Aside from the restoration of parking spaces forfeited to dining decks, the study provides other options for increasing parking including 1) stackable parking (employee-monitored/valet type) in a section of the Triangle Lot or 2) closing some of the centrally located ingress/egress points in the Triangle Lot. Both of these options would increase the parking capacity by 15-16 spaces and have an estimated infrastructure cost of \$15,000 - \$30,000 depending on the option selected. Both options will significantly impact existing parking patterns and traffic flow in the Triangle Lot. There are also personnel costs associated with the stackable parking option.

The future of the Dining Parkette program is still in discussion and being developed. This considered, there may be a forthcoming reduction in the number of parking spaces out of service as a result of changes to that program – there are currently 56 parking spaces out of service. Returning some of these 56 spaces to the parking inventory of the Riviera Village may impact Council direction on other suggested options to increase supply.

June 14, 2022

Question:

What is the cost to design and install new streetscape furniture in Riviera Village?

Response:

Riviera Village contains the following streetscape furniture, most of which was installed about 12 years ago:

- 20 benches
- 40 trash receptacles
- 35 bicycle racks

The benches and bicycle racks remain in serviceable condition and their useful lifespan will extend for several more years. The trash receptacles are beyond their useful life and should be replaced in the near future. If the Council decides to replace the furniture, staff suggests two style options:

Steelcase Fixtures

Steelcase powder-coated steel fixtures, similar to the existing fixtures, come in a variety of colors and designs. The estimated costs to replace all fixtures with Steelcase are as follows:

Item	Cost
Benches	\$35,000
Trash receptacles	\$68,000
Bicycle racks	\$14,000
Demo/removal	\$20,000
Installation	\$20,000
Design & Project Management	\$55,000
Total	\$212,000

Concrete Fixtures

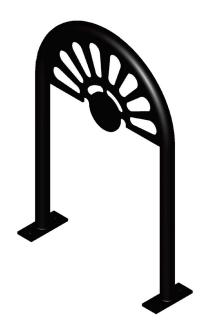
Pre-cast concrete fixtures are a more durable alternative to steel fixtures and are common in coastal areas. Estimated costs to replace all fixtures with concrete furniture are as follows:

Item	Cost
Benches	\$70,000
Trash receptacles	\$56,000
Bicycle racks	\$16,000
Demo/removal	\$20,000
Installation	\$30,000
Design & Project Management	\$70,000
Total	\$262,000

Photos of both types of furniture are included below. Alternatively, the City could set money aside for the replacement of streetscape furniture and work with the Riviera Village Business Improvement District to design and identify preferred replacement options and return to the City Council with a report on specific furniture types, styles, quantities, and cost estimates.







Steelcase Furniture

BRR #39 Page 3 of 4



Pre-cast Concrete Furniture









BRR #39 Page 4 of 4

June 14, 2022

Question:

What is the status of the skate park installation at Pad 10?

Response:

Due to multiple issues, the contractor for this project, Spohn Ranch, has delayed the installation of the skate park at Pad 10. Spohn Ranch cites material availability as well as financial obstacles for the delay. There are multiple paths that Council can consider moving forward.

On the material side, Spohn Ranch has indicated that their firm has experienced difficulty obtaining concrete and other building materials on other projects which has impacted their schedule on the City's project. No estimate has been given for a start time for the work at Pad 10. Once started, Spohn Ranch estimates completion to take about 16 weeks. This is due to long lead times (10 to 12 weeks) for structural foam.

To detail their current financial obstacles, Spohn Ranch provided the City with a letter on June 1st, indicating they are no longer able to complete the project for the \$110,000 contract price due to hyper inflationary market conditions that have impacted the cost of fuel and construction materials.

Spohn Ranch indicated that, with current market conditions, the cost for current project completion would be \$250,000 – approximately \$140,000 greater than the amount appropriated to complete the Pad 10 skate park by Council on March 15th. If Council would like to increase the project appropriation, staff recommends a 20% contingency be added to any additional funding to allow for uncertainties related to constructability. The constructability issues revolve around the posted weight limit of the International Boardwalk, which may require that more and smaller concrete loads be transported to the job site as a result of weight restrictions in place on the International Boardwalk. This logistical adjustment may impact the price beyond the estimate provided by Spohn Ranch in their June 1st letter.

There are multiple paths that Council can direct staff to pursue. The proposed FY 2022-23 CIP already includes a \$30,000 appropriation for modifications to the Perry Park skate facility, in accordance with public input since it was installed. Council should consider an additional funding appropriation in the FY 2022-23 budget to complete the work at Pad 10 in the near term. Per the letter from Spohn Ranch, the minimum amount staff would recommend is an additional \$140,000. At present, staff is unsure of the exact amount to recommend until the constructability issues are resolved and, as such, recommends the

aforementioned 20% contingency be added, which would bring the total \$168,000. Council may also wish to direct staff to pursue completion of the project by enforcement of the current contract at the agreed upon terms, but this is certain to add delay and other costs and may not result in skatepark installation.

Additionally, the City Council has the opportunity to consider funding the second phase of the project (also described as the ultimate plan) that was approved as part of the Coastal Development Permit. The goal of moving forward with phase one of the pad 10 skatepark only, was to expedite construction of the park and allow for completion of the project this summer. Given the aforementioned delays, the Council may wish to build the complete project in one effort later this year. Spohn Ranch, provided a price of \$281,000 for the ultimate buildout at the March 15th meeting and has indicated they will hold that price if a decision to go forward with it is made this month. That would require an appropriation of \$171,000 above the \$110,000 already under contract. If a decision could not be made now, they would revise their total price for the ultimate project upward to \$311,500, an increase of \$201,500 above the \$110,000 already under contract. Staff recommends the 20% contingency be added to the phase two (ultimate plan) estimates, for the same reasons listed above. To be clear, the ultimate project scope with Spohn Ranch does not include the art work shown in prior skatepark drawings, as it was simply an illustration of what the facility could look like with public art.

Summarizing the issue, the Council may wish to enforce the current contract at no additional payment to Spohn Ranch, or appropriate additional monies per the following options:

	Base Plan	Ultimate Plan	Ultimate Plan
	Project	(now)	(Over 2 phases)
Spohn Ranch Change order	\$140,000	\$171,000	\$201,500
Contingency (~20%) total price	\$ 50,000	\$ 56,000	\$ 62,000
Total new appropriation	\$190,000	\$227,000	\$263,500
Under contract	\$110,000	\$110,000	\$110,000
Total Pad 10 Price	\$300,000	\$337,000	\$373,500

Funding for the additional costs/scope could be provided through available Harbor Uplands Funds, Subdivision Park Trust (Quimby) Funds, or Unallocated General Fund Balance. In order to move the project forward, staff will need to bring an amendment to the design build contract with Spohn Ranch back to Council for approval of the change order for the cost of the original scope of work, or prepare an amendment to the agreement to complete an expanded scope of work depending on the level of supplemental funding appropriated for the project. It should be noted that staff is continuing to install new railings around the Pad 10 location as part of the Pier/Harbor Railings Project recently awarded by the City Council.

June 14, 2022

Question:

How do neighboring cities manage/administer credit card processing fees?

Response:

The cost of doing business has increased significantly over time. The City has experienced large increases in credit card processing fees charged by banks, especially during the COVID-19 pandemic, as most agencies transitioned to online business portals in order to provide residents with a safe option to complete their business needs.

Types of credit card processing fees charged to agencies

Discount rate

The discount rate is the percentage of a sale that goes towards paying credit card processing fees. A discount rate consists of interchange fees, assessment or service fees and markups from payment processors.

Interchange rate

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The largest portion of the fee and rate pie is comprised of <u>interchange fees</u>, which are collected by credit card issuers. These fees are often presented as some percentage plus an additional fixed amount. Interchange fees vary widely based on a number of factors, including the credit card network (such as Visa or Mastercard), whether the card is a debit or credit card, how the payment is processed and the merchant category code.

Below is a list of the ranges of interchange rates charged by the major credit card networks. These ranges are based on publicly available information for credit cards; fees for debit cards are often lower. In addition to the card network, fees will vary based on the type of card, method of payment and Merchant Category Codes (MCC).

Credit Card Network	Credit Card Interchange Fee Ranges
MasterCard	1.35% + \$0.00 % to 3.25% + \$0.10
Visa	1.15% +\$0.25 to 2.70% + \$0.10
Discover	1.56% to 2.40% + \$0.10
American Express (for OptBlue merchants)	1.43% to 3.0% + \$0.10

Assessment fees

The assessment fee is a much smaller credit card processing fee, and is paid directly to the card network (Visa, MasterCard, Discover or American Express). These fees will also depend on a number of factors that differ from network to network. Some networks will charge higher rates for credit card versus debit card usage, while others may charge higher rates when the transaction volume is greater. Other incidental fees may arise from specific transactions being unique, such as foreign transaction fees.

The table below lists the minimum assessment fees for credit cards by network. These figures are based on limited publicly available information, so rates may vary. Rates may be higher if the card is manually keyed in or if there is an international transaction.

Credit Card Network	Credit Card Assessment Fees
MasterCard	0.13% (for transactions under \$1,000) 0.14% (for transactions of \$1,000 or greater)
Visa	0.14%
Discover	0.13%
American Express (for OptBlue merchants)	0.15%

Management of Fees by Neighboring Cities

The City is in the process of implementing a 3% charge for all credit card payments. The fee was approved by City Council via Resolution last year. A lack of software synergy between the City's financial system (MUNIS), bank, and credit card companies has made fee implementation a difficult process. Staff expects to complete the project and begin charging the fee in the next few months.

Financial Services reached out to neighboring cities to inquire about how they offset credit card processing fees and received the following three (3) responses:

- City of Torrance charges 2.13% to all credit card users. The charge was approved by City Council by Resolution.
- City of Hermosa Beach charges 2.75% to most customers and a flat rate for certain specific types of charges. They plan to conduct a fee study in the near future which will determine any change to this rate.
- City of El Segundo charges 2.75% for all credit card transactions.

June 14, 2022

Question:

What would be required to transition City banking services from Bank of America to another competing bank?

Response:

If the City decided to transition the City's banking services from Bank of America to another competing bank a Request for Qualifications (RFQ) or a Request for Proposal (RFP) process would have to be initiated. The request for proposal process is estimated to take 6-8 months to complete. Following selection of the new bank, the transition is estimated to take 3-6 months to fully implement and to cost approximately \$50,000.

Various City Departments (City Treasurer, Financial Services and Information Technology) would need to be involved in the transition. The following services would need to be changed or updated:

- Positive Pay a cash management service used by most banks to detect fraud
- Automated Clearing House (ACH) the primary system agencies use for electronic funds transfer (EFT)
- ACH block prevents all ACH transactions from posting to accounts, allowing staff to review debits before posting
- Account reconciliations process of verifying the City's financial records and transactions in order to detect discrepancies
- Vaults and lock boxes
- Armored car services
- Internal Enterprise Resource Planning (ERP) systems software used to manage day-to-day business activities such as accounting, procurement, project management, risk management and compliance, and supply chain operations

Once implementation is complete, the City would need to contact all vendors who send EFT/ACH (Electronic Funds Transfer) payments and submit new banking forms to guarantee that there is no delay in receiving payments due to the City (i.e. Los Angeles County – Property Tax, State of California – Gas Tax and Sales Tax remittances etc.). For out-going ACH/EFT the City would need to update Vendor accounts to make sure that all obligations are met timely with the new banking information. It would be recommended that both banking systems be run simultaneously for a period of time to test the new system and ensure all City bills are paid in a timely manner.

It is unknown if service levels will be the same. Online resources, customer service support and key bank staff are vital to the smooth operations of daily banking services provided to the City.

June 14, 2022

Question:

What would be the cost to increase programming at the Perry Park and Anderson Park Senior Centers as well as the Teen Center, and what is the general cost to expand these facilities?

Response:

The Community Services Department oversees the programming and facility management of the City's three senior centers located at Veterans, Perry and Anderson Parks, in addition to the Teen Center located at Perry Park. The forced closure of these facilities as a result of the COVID-19 pandemic caused a dramatic reduction in the level of programming that could be offered to the community. While programs and activities were shifted to be held virtually, there was still a substantial decrease of available programming for senior participants and younger participants due to the continued closure of the Teen Center.

Currently, all facilities are only open during times of active programming. Extending facility hours would allow additional programs for all ages to be scheduled through the User Pay program and these would be facilitated by contract instructors. This would provide flexibility in programming to satisfy community needs across a variety of interests and age groups along with the ability to adjust the programs being offered in an effort to be responsive as demand for various programs evolves over time.

Extending facility hours at a site would require staffing by a Recreation Leader and/or part-time positions, with estimated hourly pay rates of \$17-19. These individuals would be responsible for opening and closing the facility, setting up and taking down tables and chairs, assisting instructors with access to materials and supplies, and providing a general level of oversight of the facility ensuring it is safe and properly maintained. Costs to extend operational hours vary at each site depending on current usage, and are based on a daily schedule of 8:00am – 7:00pm, excluding Sundays for the senior centers, and 8:00am – 3:00pm for the teen center, with weekends available by reservation only.

Anderson Park Senior Center Programming

Table 1: Anderson Park Senior Center Programming Hours vs. Expanded Hours

Day	Current Facility Hours	Expanded Facility Hours			
Sunday	Closed	Closed			
Monday	Closed	8:00am - 7:00pm (11 hours)			
Tuesday	9:00am – 11:00am	8:00am – 9:00am (1 hour)			
Tuesuay	9.00am = 11.00am	11:00am – 7:00pm (8 hours)			
Wednesday	12:30pm – 4:00pm	8:00am – 12:30pm (4.5 hours)			
vveunesuay	12.30pm = 4.00pm	4:00pm – 7:00pm (3 hours)			
Thursday	Closed	8:00am - 7:00pm (11 hours)			
Eridov	10:20am 2:20nm	8:00am – 10:30am (2.5 hours)			
Friday	10:30am – 2:30pm	2:30pm – 7:00pm (4.5 hours)			
Coturdov	0:00am 11:20am	8:00am – 9:00am (1 hour)			
Saturday	9:00am – 11:30am	11:30am – 7:00pm (7.5 hours)			

The expanded schedule would add 54 additional operational hours, which would require a weekly increase of \$918 when staffed by a Recreation leader with an hourly pay rate of \$17. Annually, this would be \$47,736.

Perry Park Senior Center Programming

Table 2: Perry Park Senior Center Programming Hours vs. Expanded Hours

Day	Current Facility Hours	Expanded Facility Hours				
Sunday	Closed	Closed				
Monday	Closed	8:00am - 7:00pm (11 hours)				
Tuesday	10:00am – 12:00pm	8:00am – 10:00am (2 hours)				
lucsuay	10.00am – 12.00pm	12:00pm – 7:00pm (7 hours)				
Wednesday	9:30am – 3:30pm	8:00am – 9:30am (1.5 hours)				
vveullesuay	9.50am – 5.50pm	3:30pm – 7:00pm (3.5 hours)				
Thursday	10:00am – 3:30pm	8:00am – 10:00am (2 hours)				
Titursuay	10.00am = 3.30pm	3:30pm – 7:00pm (3.5 hours)				
Friday	10:00am – 4:30pm	8:00am – 10:00am (2 hours)				
Tiluay	10.00am = 4.30pm	4:30 – 7:00pm (2.5 hours)				
Saturday	9:00am – 11:30am	8:00am – 9:00am (1 hour)				
Saturday	9.00am – 11.30am	11:30am – 7:00pm (7.5 hours)				

The expanded schedule would add 43.5 additional operational hours, which would require a weekly increase of \$740 when staffed by a Recreation leader with an hourly pay rate of \$17. Annually, this would be \$38,454.

Perry Park Teen Center Programming

The Teen Center is currently closed, as a result of limited staff resources, but is normally open Monday through Friday from 3:00pm – 8:00pm. Weekends are recommended to remain available by reservation only as the facility is a popular option for private gatherings.

Table 3: Teen Center Pre-Pandemic Programming Hours vs. Expanded Hours

Day	Current Facility Hours	Expanded Facility Hours			
Sunday	Reservation only Reservation only				
Monday	3:00pm – 8:00pm	8:00am – 3:00pm (7 hours)			
Tuesday	3:00pm – 8:00pm 8:00am – 3:00pm (7 hou				
Wednesday	3:00pm – 8:00pm	8:00am – 3:00pm (7 hours)			
Thursday	3:00pm – 8:00pm	8:00am – 3:00pm (7 hours)			
Friday	Friday 3:00pm – 8:00pm 8:00am – 3:00pm (7 hour				
Saturday	Reservation only	Reservation only			

The availability of the facility for contracted classes during the expanded facility hours would require additional staff resources. Following past practice, this would be a part-time employee receiving an hourly wage of \$19. This would require an additional weekly allocation of \$665 for part-time salaries when staffed by a part-time resource. Annually, this would be \$34,580.

In addition to the need for additional part-time staff to open and close the facilities, the expansion of programming would also require additional administrative resources to oversee and manage contracts, ensure the staff schedule is followed, and oversee the enhanced use of the facility including work orders and general maintenance. Therefore, this request would require an additional Recreation Coordinator position, estimated at \$91,000 annually which includes salary and a full benefits package.

Collectively, the expansion of programming at the Anderson and Perry Park Senior Centers as well as at the Perry Park Teen Center would cost approximately \$211,770.

Table 4: Collective Resource Needs for Expanded Programming

Facility/Resource	Estimated Cost
Anderson Park Senior Center	\$47,736
Perry Park Senior Center	\$38,454
Perry Park Teen Center	\$34,580
Recreation Coordinator	\$91,000
TOTAL	\$211,770

Facility Expansion

On average, recreational facilities (per current construction material and labor expenses) are estimated to cost \$1,000 per square foot to build. For estimation purposes, see Table 5 below, is a listing of each facility's current square footage and an estimation of costs to add a second level, ultimately doubling the space. A structural analysis has not been completed on any of the facilities nor a comprehensive facility review to determine whether the existing buildings can support a second level.

Table 5: Estimate of Facility Expansion

Facility	Current ft ²	Expansion Estimate @ \$1,000 per ft ²	
Anderson Park Senior Center	3,600	\$3,600,000	
Perry Park Senior Center	1,500	\$1,500,000	
Teen Center	4,000	\$4,000,000	

CITY OF REDONDO BEACH Budget Response Report #44

June 14, 2022

Question:

What is the annual cost and resource allocation for the City's programs and services implemented in response to homelessness?

Response:

Programs funded by grant funding, other outside sources, and special funds

In 2016, the Police Department established a full-time Quality of Life Officer to outreach to people experiencing homelessness and work closely with the Quality of Life Prosecutor to address issues that arise from the homelessness problem. The position costs roughly \$215,000 per year. \$200,000 of the cost is funded by the Housing Successor Agency and the balance, of approximately \$15,000, is funded by the General Fund.

In 2016, the City Council approved a contract for services with PATH for \$50,000 to address homelessness issues. The City Council renewed that agreement in 2017 for one year, and then approved two-year agreements in 2018 and 2020. The funding for the PATH contracts is also funded by the Housing Successor Agency, as it is an eligible expense.

In 2016, the Police Department acquired a Department of Mental Health (DMH) Mental Health Emergency Response Team (MET) clinician who covers the cities of Redondo Beach, Hermosa Beach, Manhattan Beach, and now El Segundo. The DMH clinician services are provided through a cooperative Memorandum of Understanding (MOU) between the LA County Department of Mental Health and the cities of El Segundo, Hermosa Beach, Manhattan Beach and Redondo Beach. There are no costs associated with the MOU for the DMH clinician. The County DMH clinicians' availability is insufficient for the Police Department's needs to respond to calls for service.

In 2017, the City Council approved an agreement for services with Harbor Interfaith for \$58,000. The agreement was renewed in 2018 for one year, and then renewed again in two-year increments in 2019 and 2021. Funding for the first year of the agreement was provided through AB 109 supplemental funds, which were awarded to the City as a one-time funding source that the City used towards homelessness efforts. Since then, the agreement has been funded through a combination of AB 109 funds, Housing Successor Agency funds and General Funds, up until the current fiscal year. The agreement was amended in September 2019 to allow for the donation of a vehicle to Harbor Interfaith Service and to increase the annual reimbursable amount to \$68,000. In 2020, a second amendment was approved to allow for additional COVID-19 expenses in the amount of

\$28,400 to be added, which is funded by the CDBG Cares Act. For Fiscal Year 2021-2022, the City received CDBG grant funding from the County, which can be used to cover this agreement because Harbor Interfaith is involved with Redondo's homeless court.

As part of the Fiscal Year 2019-20 budget, the Mayor and City Council appropriated \$250,000 from available General Funds to fund the Police Department and City Attorney's Office response to homeless issues. This became the Enhanced Response to Homelessness Pilot Program. This appropriation funded a new Police Captain position, police overtime and the promotion of two deputy city prosecutors to senior deputy city prosecutors. \$100,000 of that appropriation was meant to be used for special services such as mental health and substance abuse programs. However, CLEAR Recovery Center donated these services to the City, so that allocation was never spent. The senior city prosecutors dedicate at least half of their time towards responding to homeless issues. Through this Pilot Program, the prosecutors were able to assist the City Attorney in creating Redondo Beach's homeless court.

For Fiscal Year 2020-21, the South Bay Cities Council of Governments (SBCCOG) awarded the City \$245,287 for the Enhanced Response to Homelessness Pilot Program from Measure H Innovative Funds. Part of the funding for special services was used for a census of Redondo's homeless population conducted by City Net because the point in time count was cancelled in 2021. Again, CLEAR Recovery Center continued to donate services to the City, so \$100,000 remained available for other purposes such as bridge housing. Due to the pandemic, the county extended the term for use of these funds to December 31, 2021.

In November, 2020, the City Council approved the construction and operation of a temporary emergency housing shelter on Kingsdale Avenue, known as the Pallet Shelters. The City currently pays the County \$18,884.61 a month as the City's share pursuant to the Letter of Agreement with Los Angeles County.

For Fiscal Year 2021-22, the City received \$100,000 from Los Angeles County CDBG funds for Redondo Beach's homeless court. In addition, the SBCCOG granted Redondo Beach a new Innovation Grant in the amount of \$306,299 for the term of January 2022 to June 2023 to expand Redondo's homeless court to add Hermosa Beach cases and for Hermosa Beach to host the homeless court for six out of the 18 sessions, special services (such as the services CLEAR Recovery is now billing the City for), and bridge housing.

In January 2021, the City Council approved the rental of five Single Room Occupancy (SROs) units in a city within Service Planning Area 8 to be used as bridge housing. At first, CDBG funds were used to pay the rent on these units. After the expiration of the CDBG funds, the unexpended funds from the first grant of Innovative Funds were used to continue renting these SROs. Now the SROs are funded by the most recent Innovation Grant from the SBCCOG as described above.

The Police Department also deploys Homeless Outreach Services Teams (HOST) composed of law enforcement officers who work closely with homeless service agencies

to increase public safety while preserving the rights and dignity of people experiencing homelessness. The City receives funding from the County through Measure H. In Fiscal Year 2019-20, the City received \$93,939; in Fiscal Year 2020-21, the City received \$58,864.19; and for this fiscal year, the City has received \$70,438 to date.

Services Funded by Grants, Other Outside Sources, and Special Funds

Expenditures Relating to Homelessness	Cost	Funding Source
Quality of Life Officer	\$200,000/yr.	Housing Successor Agency
PATH	\$50,000/yr.	Housing Successor Agency
DMH MET team	no costs	
Harbor Interfaith	\$68,000/yr.	County CDBG funds
Harbor Interfaith COVID related expenses	\$28,400 one time	CDBG Cares Act
Redondo Beach Homeless Court	\$42,000/1 yr.	County CDBG funds
Special Services (i.e. CLEAR recovery, etc.)	\$150,000/18 mos.	SBCCOG Innovation Grant
Wilmington SRO's	\$94,750/18 mos.	SBCCOG Innovation Grant
Expansion of Homeless Court to Hermosa Beach	\$61,549/18 mos.	SBCCOG Innovation Grant
Pallet Shelter	\$18,884/mo.	CDBG funds
HOST	\$70,438 to-date in 2022	Measure H
TOTAL	\$784,021	

City expenses funded by the General Fund

As part of the Fiscal Year 2021-22 budget, the City Council made the Enhanced Response to Homelessness Program permanent, which included extending City Net's contract another year, another census of Redondo's homeless population, hiring a full-time Housing Navigator who needs a City vehicle, and hiring a part-time clerical assistant for homeless related administration. Lila Omura, the City's Homeless Housing Navigator, was hired on January 3, 2022. Ms. Omura gets reports, calls and texts on a daily basis, including after hours and on weekends. Since then, she has received over 30 requests from the Mayor and City Council collectively. She receives at least four requests a week from the Police Department. She also gets requests for assistance from the Library, Code Enforcement, Ericka Gonzalez – the City's Domestic Violence Advocacy Coordinator – for domestic violence victims, the Salvation Army, and Beach Cities Health District.

At midyear of the current fiscal year, the City Council approved ongoing appropriations for the rental of electrical poles and sanitation facilities at the Pallet Shelter in the amount of \$21,781 a year to the General Fund.

Ongoing Expenditures Relating to Homelessness	Cost	Funding Source
City Net Services, including Census	\$170,000/yr.	General Fund
Homeless Housing Navigator	\$126,500/yr.	General Fund
Annual costs for City Vehicle	\$4,200/yr.	General Fund

PT Clerical for homeless issues	\$33,586/yr.	General Fund
Shelter rental of electrical poles and sanitation	\$21,781/yr.	General Fund
Total	\$356,067	

Public Works responds to miscellaneous removal of materials abandoned by people experiencing homelessness as well as cleanups of large encampments, trash and debris. Miscellaneous materials removal requires one Maintenance Worker and takes approximately two hours for removal. Based on the Master Fee Hourly Rate of \$103.48 an hour, one incident of miscellaneous materials removal costs the City about \$206.96 per incident. Large cleanups of encampments, trash and debris may involve four maintenance workers and takes approximately four hours. Based on the Master Fee Hourly Rate of \$413.92, one incident of a large cleanup costs the City about \$1,655.69 per incident. A dispatch report for the last year shows about 222 total calls for service for Public Works, and about half of those calls are estimated to be related to homeless issues. Estimating the actual costs of Public Works Calls for Service is difficult given that Public Works Calls for Services are not coded or differentiated. The City might get an annual average of ten large cleanup calls for encampments, trash and debris for locations such as the 405 freeway on-ramp or the Harbor area. An annual estimate of costs for Public Works based on those assumptions would be approximately \$39,529.36.

Public Works Call Out Incident Type	Crew Size Needed	Master Fee Hourly Rate	Standard Job Length	Grand Total per Incident	Avg. Incidents Per Year	Est. PW Expenditures - Homelessness
Miscellaneous Materials Removal	1	\$103.48	2	\$206.96	111	\$22,972.56
Large Encampment/ Trash/Debris Cleanup	4	\$413.92	4	\$1,655.68	10	\$16,556.80
Total						\$39,529.36

The Fire Department responds to both medical and public safety calls for service. The Fire Department started tracking patients experiencing homelessness on September 21, 2021 through screening questions. From September to December of 2021, there were a total of 176 patients with documentation answering "yes" to the homeless screening question. From January to June 13, 2022, there were a total of 275 patients with documents answering "yes" to the homeless screening question. Unfortunately, it will be impossible to collect accurate data prior to the implementation of this indicator in September 2021, but based on this data, it can be roughly estimated that the Fire Department responds to approximately 550 patients experiencing homelessness a year.

The Fire Department responded to a total of 4,456 calls for service in 2018, 4,398 in 2019, 4,014 in 2020 and 4,646 in 2021. 550 is approximately 12% of the total calls in 2021. With 58 sworn personnel each working 2,912 hours a year, there is a total of 168,896

total sworn personnel hours a year. Twelve percent of that is 20,268 hours. Hypothetically, that number multiplied by an average rate of \$45.00 an hour is \$912,038 for the 2021 calendar year.

Estimated Fire Department Expenditures Relating to Homelessness	Cost	Funding Source
Fire Department Response to Calls for Service	\$912,038/yr.	General Fund

The Police Department takes a proactive approach in dealing with homelessness as evidenced by the number of calls for service related to homelessness. In 2021, there were 4,477 calls for service to the Police related to homeless issues, approximately 6% of the total calls for service. In 2020, there were 4,241 calls for service related to homeless issues, approximately 7% of the total calls for service. In 2019, there were 4,171 calls for service related to homeless issues, approximately 6% of the total calls for service. Please note these are only the calls that are initially tagged "Homeless" and do not capture every call for service that is related to homelessness.

	Monti	h				Total CFS									
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	- Homeless	Total CFS	Homeless CFS %
2021	393	371	367	328	378	347	447	393	344	383	400	326	4477	69596	6%
2020	343	280	287	338	328	294	371	437	400	442	386	335	4241	60721	7%
2019	383	290	264	328	355	405	480	351	349	367	311	288	4171	69596	6%

Each year, as part of the budget process, a Police Captain reports an estimated time of total patrol hours under Performance Measures. For Fiscal Year 2020-21, there was an estimate of 118,000 total patrol hours, and 114,400 hours for Fiscal Years 2019-20 and 2018-19. Six percent (6%) of 118,000 is 7,080 hours of patrol time dedicated to homelessness in Fiscal Year 2020-21. Hypothetically, that number multiplied by an average hourly fully-loaded police officer rate of \$89.00 is \$630,120 for the 2021 calendar year.

Estimated Police Department Expenditures Relating to Homelessness	Cost	Funding Source
Quality of Life Officer	\$15,000/yr.	General Fund
Police Department Response to Calls for Service	\$630,120/yr.	General Fund
Total	\$645,120	

CITY OF REDONDO BEACH Budget Response Report #45

June 14, 2022

Question:

What is the total estimated cost to design and install drought tolerant landscaping, pathways, and a pollinator fountain on the SCE right-of-way property licensed by the City, west of Pacific Coast Highway?

Response:

The City's current strategic plan includes an item to bring forward a conceptual plan for beautification and habitat restoration on the SCE right-of-way parcel, west of Pacific Coast Highway, recently licensed by the City. In preparation for that report, staff has engaged an on-call landscape architect and asked for some visioning documents regarding certain topics for future discussion such as grading and trails, planning scheme/palettes, accessibility, irrigation, signage, etc. While those plans have not been formally presented yet, the attachments include a portion of the Illustrative Site Analysis prepared by the consultant. Staff has also asked for high level budget numbers from the consultant (see attached).

The consultant's overall price estimate for construction costs to improve the roughly five acre parcel is about \$1.37M. That price includes material and construction costs (detailed on the attachment), as well as a 15% contingency and a 30% premium for prevailing wage, which the City is required to pay. The resulting cost is about \$277,000 per acre, or \$6.35 square foot. By comparison, the cost to install improvements to the two parcels of SCE right-of-way adjacent to Artesia Boulevard cost about \$450,000 per acre. That work, however, included a parking area, solar lighting, and more decorative plant landscapes. An additional 5% is included in the grand total of \$1.44M to include soft costs associated with design and construction administration.

An additional request was made to include pollinator fountains, which are small water features that function to allow water collection by various insects and birds. Anything large scale would likely not be permitted by SCE. The City's license agreement with SCE prohibits installation of water storage tanks of any kind. However, there may be opportunity to add low profile water bubblers that could provide a similar function as part of the irrigation system and costs for these would be included in the general unit cost for irrigation included in the attached estimate.

Phased Approach

As an alternative, the City Council may wish to take a phased approach to completing the landscaping improvements on the right of way. For example, the Council may wish to initiate the work on the flatter eastern portion of the site, which is about 1.6 acres. Using the estimate provided by the consultant, improvements to this area could be performed for about \$400,000 to \$450,000. These figures include a scope of about 70,000 SF of planting area and temporary irrigation, and 12,000 SF of decomposed granite (DG) pathways. Currently there is about \$138,000 available in the project account. Assuming the City Council wishes to proceed with the additional \$312,000 appropriation needed to complete the work, staff would engage the consultant to prepare illustrative concepts to present to the City Council for preliminary consideration as part of the strategic planning objective and seek further direction on final design and follow up public outreach.

Funding for the additional \$312,000 appropriation needed to fully install drought tolerant planting and pathways on the flatter, eastern portion of the SCE site is available in the Subdivision Park Trust (Quimby) Fund or from unallocated General Fund Balance.

Attachments

SCE ROW Improvements – Illustrative Site Analysis SCE ROW Improvements – Cost Estimates



harsh conditions of salt. wind. and sun exposure. Many of the adapted plants are The Coastal Strand Plant Community hugs community establishes in high sodium soils of sand and silt. There is low species diversity within this community due to the prostrate with spreading roots and a deep tap root to help anchor them into the shifting the California coastline and is heavily influenced by salt spray and wind. This

COASTAL STRAND PLANT COMMUNITY







The Coastal Prairie Grassland Community is and reptiles depend on the resources found in coastal prairies for shelter, food and one of the most biodiverse native plant communities in California. This community forbs, wildflowers, and woody shrubs. Many consists of deep-rooted perennial grasses, animals including birds, mammals, insects, nesting materials









Move to Sear

ARCHITERRA DESIGN GROUP

SCE COMMUNITY NATURE PARK

CITY OF REDONDO BEACH

OPINION OF PROBABLE CONSTRUCTION COSTS

ANDREW WINJE Date: 06/09/2022

Created by: VALERIE ALEGRE

ITEM LANDSCAPE CONSTRUCTION	QUANTITY	<u>UNIT</u>	UNIT PRICE	ITEM COST
•MOBILIZATION	1	ALLOW	\$35,000.00	\$35,000.00
•DEMOLITION Vegetation removal	126,000	S.F.	\$0.15 Section Subtotal	\$18,900 <i>\$18,900</i>
•EARTHWORK/GRADING/SOIL PREPARATION Soil Prep/Fine Grading	167,677	S.F.	\$0.60 Section Subtotal	\$100,606 <i>\$100,606</i>
•SITE AMENITIES Interpretive Display Signage with Supports	2	EA.	\$4,000.00 Section Subtotal	\$8,000 \$8,000
LANDSCAPE CONSTRUCTION SUBTOTAL				\$162,506
LANDSCAPE PLANTING •SHRUBS (167677sqft) 1 Gallon (80% at 1 per every 100sqft) 5 Gallon (20% at 1 per every 100sqf) Hydroseed Areas	167,677 1,341 335 167,677	EA. EA. S.F.	\$10.00 \$28.00 \$0.14 Section Subtotal	\$13,414 \$9,390 \$23,475 \$46,279
•MISCELLANEOUS Decomposed Granite - 4" Compacted/Stabilized Decomposed Granite - 6" On Roadside SCE Access Cobble Swale Protection at toe of slopes	30,090 8,473 9,585	S.F. S.F. S.F.	\$6.50 \$8.50 \$18.00 Section Subtotal	\$195,585 \$72,021 \$172,530 \$440,136
LANDSCAPE PLANTING SUBTOTAL				\$486,414
LANDSCAPE IRRIGATION Automatic On-Grade Irrigation System Temp - Slope Are Automatic On-Grade Irrigation System Temp - Flat Area		UNIT S.F. S.F.	UNIT PRICE \$1.35 \$1.35 Section Subtotal	\$132,845 \$93,519 <i>\$226,364</i>
LANDSCAPE IRRIGATION SUBTOTAL				\$226,364

ARCHITERRA DESIGN GROUP

<u>LANDSCAPE</u>	<u>MAINTENANCE</u>

90 Day Maintenance Period 167,677 S.F. \$0.25 \$41,919

Section Subtotal \$41,919

LANDSCAPE MAINTENANCE SUBTOTAL \$41,919

TOTAL \$917,204 15% CONTINGENCY \$137,581

30% Prevailing Wage \$316,435 **GRAND TOTAL** \$1,371,220

VI)51.1,225

 Cost per Square Foot
 215,825
 S.F.
 \$6.35

 Cost per Acre
 4.95
 AC
 \$276,754

DESIGN FEES (AERIAL SURVEY, CDS, CONSTRUCTION ADMIN.)

Design Plans for Bidding (Estimated at 5% of construction costs) \$68,560.98

GRAND TOTAL \$1,439,781

SCE ROW Costs (Reduce Scope Based on Architerra Estimate)

		Qty	Unit	Unit Cost	Total
Earthwork					
	Mobilization	1	Allow	\$ 10,000.00	\$ 10,000
	Demo/clear&grub	69,723	SF	\$ 0.15	\$ 10,458
	Grading/Soil Prep	69,723	SF	\$ 0.60	\$ 41,834
	Site Amenities	0	EA	\$ 4,000.00	\$ -
Landscape	Planting				
	1 Gallon (80% @ 1 per 100 sf)	558	EA	\$ 10.00	\$ 5,578
	5 Gallon (20% @ 1 per 100 sf)	139	EA	\$ 28.00	\$ 3,904
	Hydroseed	-	SF	\$ 0.14	\$ -
	90-day maint period	69,723	SF	\$ 0.25	\$ 17,431
Pathways					
	DG - 4" compacted/stabilized	12000	SF	\$ 6.50	\$ 78,000
	DG - 6" roadside SCE Access	0	SF	\$ 8.50	\$ -
	Cobble swale protection	0	SF	\$ 18.00	\$ -
Irrigation					
	Automatic On-grade Temp System				
	Slope Area	0	SF	\$ 1.35	\$ -
	Flat Area	69,723	SF	\$ 1.35	\$ 94,126
	Subtotal				\$ 261,331
	15% Contingency				\$ 39,200
	30% Prevailing Wage				\$ 78,399
	Construcion Grand Total				\$ 378,930
	Design Fees (5% of Constr)				\$ 18,947
	Grand Total				\$ 397,877

Improvement Area

Flat Area	69,723	SF
Slope Area	-	SF
Total	69,723	SF
	1.60	Acres

CITY OF REDONDO BEACH Budget Response Report #46

June 21, 2022

Question:

What comments were received from City Commissions regarding the FY 2022-23 Proposed Budget and Five-Year Capital Improvement Program?

Response:

Attached are letters submitted by the following commissions with input and recommendations on the FY 2022-23 Proposed Budget and Five-Year Capital Improvement Program:

- Budget and Finance Commission
- Harbor Commission
- Library Commission

Attachments

June 21, 2022 Letter – Budget and Finance Commission

June 14, 2022 Letter – Harbor Commission

April 18, 2022 Letter – Library Commission



Budget and Finance Commission	415 Diamond St., P.O. Box 270 Redondo Beach, California 90277-0270 www.redondo.org	tel: 310 318-0683 fax: 310 937-6666

June 21, 2022

Honorable Mayor Brand and Members of the City Council City of Redondo Beach 415 Diamond Street Redondo Beach, California 90277

SUBJECT: Budget and Finance Commission Recommendations Regarding the Fiscal Year 2022-2023 Proposed Budget

Dear Mayor Brand and City Council Members:

The Budget and Finance Commission reviewed and discussed the fiscal year 2022-2023 Proposed Budget at their meetings on May 26, 2022 and June 9, 2022. The Commission members put forth the following recommendations for your consideration prior to adoption of the budget.

- Consider a request for proposal (RFP) for the following services as soon as possible, but no later than the next contract renewal date:
 - Banking contract
 - Credit card processing
 - Investment advisor
- Withhold Decision Package #48 Request for a City Employee Mental Health Clinical Position, until such time that we have a formalized cost measurement and reporting process in place for all city expenses in support and treatment of the homeless population in Redondo Beach.
- In regards to Budget Response Report #13 Signature Events, as part of City Council's
 agenda, we suggest formalizing the process of City funding for the Signature Events in the
 event that City Council decides to subsidize the event.

We appreciate the opportunity to submit these recommendations to you and hope they will be considered for the FY 2022-23 Budget.

Regards,

Jerry Woodham

Chair, Redondo Beach Budget and Finance Commission

cc: J. Paul, M. Witzansky, E. Manzano

14 June 2022

The Honorable Mayor Brand and City Council Members City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277

SUBJECT: Harbor Commission feedback on 2022-27 Capital Improvement Plan and 2022-23 Budget Decision Packages

Mayor Brand and City Council Members,

At the Harbor Commission meeting on June 14, the Commission received a presentation from City Manager Mike Witzansky, and held a lengthy discussion regarding the 2022-27 Capital Improvement Plan and 2022-23 Budget Decision Packages.

The Harbor Commission would like to thank the Council for requesting the Commission's input, and would like to thank Mike Witzansky and staff for preparing an extensive budget package and for their time with the Commission.

The Harbor Commission is very pleased with the extent of harbor area improvements among the capital projects and decision packages.

The Harbor Commission unanimously supports the implementation of the following 2022-2027 Capital Improvement Plan items which are associated with the harbor area:

- Santa Monica Bay Near/Offshore Debris Total Maximum Daily Load
 - We hope to reduce other sources of marine pollution, including improving Harbor Patrol field time to inspect vessels and find sources of oil and fuel leaks, and to eliminate decaying styrofoam dock floats as a source of plastic pellets within the harbor. This is out of scope for this item, but we hope to address these sources through other methods.
- Bicycle Transportation Plan Implementation
 - Harbor area implementation should be in concert with Amenities Plan.
- Basin 3 Seawall Improvements
 - The seawalls in Basins 1 and 2, and the concrete Galveston wall along the Northern breakwall, have not been evaluated for their condition. This evaluation should be performed so that the scope of work is known for these other areas, as it is known for Basin 3. This knowledge will enable better master lease negotiations or better access to infrastructure improvement funding and overall sea level rise planning.

- Boat Launch Design and Reconstruction
 - The Boat Launch and other Amenities Plan improvements will increase Harbor usage and increase the need for a dedicated Harbor Master.
- · Harbor Dredging Construction
- International Boardwalk Surface Repair
 - We recognize this is a bit of a temporary band-aid and not a long term solution which
 accommodates sea level rise, but feel it is necessary.
- · Redondo Beach Marina Parking Lot Pay Stations
 - We hope that this will allow opening the parking lot entrance on Portofino Way. Use
 of this entrance allows traffic to cross the Harbor Drive bike path with a traffic light.
 Use of this entrance should be encouraged with signage, particularly for the hoist
 and future boat ramp.
 - We hope that these pay stations can implement the various discounted parking rates required by Measure C.
- Pier Parking Structure Security
 - Camera security should also be provided for the International Boardwalk dining deck area. Businesses have reported ongoing vandalism to their furnishings in the dining deck area.
 - Camera security should be provided to the Pad 10 skate park.
 - If possible, fiber or other network cabling should be provided to International Boardwalk businesses during installation of camera cabling.
- Sea Level Rise Preparation Master Planning
- · Seaside Lagoon
- Sport Fishing Pier Demolition and Reconstruction
 - We recognize that bandwidth and staff time are limited, and regret that this project is not funded until FY25/26.
- Skatepark Improvements
 - We again recommend that the council fund both phase 1 and phase 2 of the park and perform the work at one time.
 - We had previously decided to proceed with only Phase 1 to enable construction of the park by summer, which does not now seem possible.
 - The phase 2 features, including the half pipe wall and public art, make the park much more interesting and fun.
 - The half pipe wall should reduce the sound reflected from the flat wall towards the Village condominiums.
 - Performing the work at 2 different times means paying for mobilization of heavy equipment twice, and we are learning that this mobilization is more difficult and expensive than previously estimated. A single mobilization will reduce total project costs.

The Harbor Commission would like to recommend that Moonstone Park be included among capital improvement projects. The Commission recognizes that the city has an extensive set of projects and limited staff time. However, Moonstone Park was slated and funded for improvements several years ago, and the project became blocked by extenuating circumstances.

The Harbor Commission also unanimously supports the implementation of the following 2022-2023 Budget Decision Package items which are associated with the harbor area:

- Decision Package #10 Restoration of a Fire Department Administrative Specialist Position for General Fire Administration.
- Decision Package #11 Restoration of the Pier/Harbor Public Services Leadworker Position.
- DecisionPackage #12- RestorationofPier/HarborPart-TimeBudgets
- Decision Package #14- Restoration of Waterfront Falconry and Audit Service Contracts
 - Administrative report from Council 10/15/2019 details the extensive nuisances which had built up from the pest bird population prior to the falconry program (2 hours daily cleaning of seaside lagoon; birds stealing food from patio diners; dead birds, debris, and rats on rooftops, etc). Ongoing funding of the falconry program will prevent a return to this condition.
- Decision Package #15 Restoration of Waterfront Contract Landscape Maintenance Services
- Decision Package #18 Restoration of Fire Training Budget
 - We hope this can be increased to restore the specialized training the Harbor Patrol once received (scuba, vessel recovery, etc)
- Decision Package #43 Quality-of-Life Unit Police Sergeant Position
- Decision Package #44 New Code Enforcement Officer Position for the Quality-of-Life Unit.
- Decision Package #45 Community Service Officer II Over Hire for Quality-of-Life Unit
- Decision Package #46 New Municipal Service Officer Position
- Decision Package #62 New Pier/Harbor Maintenance Manager Position
 - The Harbor Commission is particularly supportive of this decision package.
- Decision Package #66. New Engineering Services Civil Engineer and Capital Projects Construction Manager Positions.
- Decision Package #70 Contract for Supplemental Pier/Harbor Restroom Contract CleaningServices
 - We hope this can be expanded to include any additional cleaning needed on the dining decks on the Pier or International boardwalk.
- Decision Package #83 Grant Writing Consultant Services

The Harbor Commission would like to recommend an additional item: A \$4000 fee waiver for services related to the King Harbor Holiday Boat Parade, to be used for public safety services and bleachers in Moonstone Park. Waivers have been given at the same level in previous years.

Respectfully,

Roger Carlson Chair Redondo Beach Harbor Commission

CC: G. Kapovich, M. Witzansky, E. Manzano



Library Commission	303 North Pacific Coast Highway Redondo Beach, California 90277-2838 www.redondo.org	tel 310 318-0676 fax 310 318-3809

April 18, 2022

The Honorable Mayor of Redondo Beach The Honorable Redondo Beach City Council Redondo Beach Council Chambers 415 Diamond Street Redondo Beach, CA 90277

Subject: FY2022-23: Request for funding to restore hours and supplement the collection budget

Dear Honorable Mayor and Councilmembers:

This is the third letter to this esteemed body since December. The first letter dated 12/6/21 requested adding open+access to the strategic plan, which allows the North Branch to provide additional open hours at a lower cost than staffed open hours. open+access was included in the City's strategic plan and will be brought back to Council on 6/7/22. The second letter dated 2/8/22 requested additional 2021-22 funding for the libraries' physical and digital collections (similar to what has been provided in prior fiscal years during the annual budget process). This letter requests increased funding to restore some open hours and to supplement the collection and budget for FY 2022-23 and announces support for the Redondo Beach Public Library going fine free.

The Library Commission recommends restoring the open staffed hours that were cut at both the Main Library and the North Branch during the FY 2020-21 budget. The hours of the Main Library were reduced by 16 hours per week and the hours of the North Branch were reduced by 8 hours per week due to the effect of COVID-19 on the City budget. As things return to normal, the Library Commission requests that the Library get closer to pre-COVID accessibility in the coming fiscal year. For reference, the Manhattan Beach Library restored its hours to pre-COVID levels effective 2/14/22.

Restoration of 8 hours at the North Branch Library would cost approximately \$30,000 in part-time personnel, while restoration of 8 hours (in order to restore morning service on Mondays and Fridays) at the Main Library would cost approximately \$77,000 in part-time personnel. These hours could be restored while keeping all full-time staff on one shift. Full restoration of pre-COVID hours at the Main Library would cost an additional \$77,000 in part-time personnel and would require two work shifts and the restoration of a full-time clerk position, which remains frozen.

Since 2018, the Library Commission has requested an additional allocation of \$50,000 for the Library's collection budget. An amount of \$43,000 was permanently deducted from the FY2010-11 collection budget to cover higher maintenance costs for SirsiDynix. Since that time, the Library has added digital products to the collection and outsourced the cataloging and processing of books, adding to the cost of each title. The Commission requests that \$50,000 be added to the collection budget on a permanent basis. The attached midyear budget letter from the Library Commission details current collection needs.

The Library Commission would also like to voice support for the Redondo Beach Public Library system going fine-free to support equitable access to the Library.

Sincerely,

Andrew Beauchamp

Chair

Redondo Beach Library Commission

Attachment:

Library Commission December 2021 Strategic Planning Letter

Library Commission February 2022 Midyear Budget Letter



Library Commission	303 North Pacific Coast Highway Redondo Beach, California 90277-2838 www.redondo.org	tel 310 318-0676 fax 310 318-3809

December 6, 2021

The Honorable Mayor of Redondo Beach The Honorable Redondo Beach City Council Redondo Beach Council Chambers 415 Diamond Street Redondo Beach, CA 90277

Subject: Consider the Self-Service Model open+access for the North Branch Library During the Strategic Planning Process

Dear Honorable Mayor and Councilmembers:

As part of the strategic plan, the Library Commission would like the City to explore the library self-service model open+access, which allows patrons access to a library building, as well as the building's collections, computers, and Wi-Fi, during unstaffed hours. Due to logistical considerations the Library Commission believes that the North Branch building is a more feasible location for this service than the Main Library. The up-front cost estimate of \$50,000 may be eligible for grants. Ongoing operating expenses for open+access would be approximately \$1000 per month; the Library Commission estimates that, given staffing costs, anything above ten extra hours of service a month would produce operating savings.

During the FY 2020/2021 budget process, the hours for the Library system were reduced due to budget cuts. These reduced hours not only underserve the public but also leave a valuable City resource greatly underutilized.

- The North Branch, which had been and continues to be closed on Fridays and Sundays, had its
 hours reduced by 8 hours per week, so that the building is only open from 1 p.m.- 7p.m.
 Monday through Thursday as opposed to the prior schedule of 12 p.m.- 8 p.m. (Saturday hours
 remain the same).
- The Main Library's open hours were reduced by 16 hours per week in the FY 2020/2021 budget, and it is not open on Sundays.

While open+access has been successfully used in Europe for over a decade, Ventura County Library System was one of the first systems in the United States to implement it. The Library Commission had

the opportunity to hear a presentation by Ventura County Library Director Nancy Schram at its August 2 meeting. Director Schram deployed the open+access system at the new Hill Road Library in February of 2018 with great success.

The Ventura County Library System has registered over 1,000 patrons for the service and has allowed:

- Two additional early morning hours during weekdays
- Full-day Sunday "Express Hours"

Use of Express Hours rose by 78% in the first few months of use. The morning hours are unstaffed while the closing Sunday hours are temporarily staffed by a security guard. Since open+access has been in operation, the Library has had no incidents nor revoked any user privileges. The Ventura County Library System has determined that using open+access technology has increased access to basic library services at 60% lower cost¹ compared to traditional costs for staffed operations, and is now looking to expand this service to other locations.

This past year, Santa Monica Public Library and Torrance Public Library, both of which suffered open hour reductions, took advantage of California State Library "Bringing the Library to You: Mobile Library Solutions" grants in order to implement open+access at branch locations. Santa Monica Public Library launched the service on July 28, 2021 at the Ocean Park Branch in order to offer access to the building Wednesdays and Fridays between 10 a.m. and 4 p.m. Torrance Public Library is in the process of implementing open+access at the El Retiro Branch in order to offer early morning access to users of the surrounding park. Members of the Library Commission will visit the El Retiro Branch once open+access is in place to gain a better understanding of the technology.

The Library Commission estimates the up-front cost for open+access will be less than \$50,000 based on comparable installations and may be eligible for grants. It will also require support from City staff to install (cameras, cabling, and door access panel). Ongoing operating expenses for open+access would be approximately \$1,000 per month for the subscription costs vs. approximately \$100 per hour to staff the North Branch. Anything above ten extra hours of service a month would produce operating savings.

Frequently Asked Questions

- How does it work? Patrons 18 years or older in good standing will apply and complete required training to access the building during self-service hours. They will use a card and password to access the building. The North Branch already has self-service options for checking out materials and using the computers and Wi-Fi. Meeting room checkout could also be added.
- 2. Will patrons steal? Is it safe? No incidents have been observed in Ventura County and the technology includes high-definition video recording equipment which the patrons are informed of during their training.
- 3. How much does it cost? While requirements for each facility differ and grant funding may vary, the Library Commission has collected information from recent installations in the area. Torrance Public Library received \$5,000 in grant funds which they used for wiring the building, for the cameras, and for retrofitting the door for automatic lock/unlock. Bibliotheca equipment and the first two years of an annual subscription (\$9,000 per year) were also covered by the grant.

¹ open+access annual cost of \$11,100 equates to approximately \$17.79 per hour for 12 Express Hours per week, versus approximately \$43.95 hourly rate for salary and benefits for a Librarian position.

Through grant funding, Santa Monica Public Library received two years of a subscription to open+access (valued at around \$24,000), a one-time \$5,000 set-up fee, and the open+access system and cameras. The Santa Monica Public Library spent approximately \$30,000 in additional funds for labor and materials involved in modification of the facility, wiring for the library controller, wiring for the entry panel, the installation of components, a door locking mechanism and wiring, and wiring for the cameras.

- 4. Who uses this service in Ventura County? Parents with young children, older adults, working adults that need meeting space, and City employees.
- 5. What about privacy of patrons? Ventura County Library does not monitor the video feed. They keep it for 5 days in case an incident occurs. Access to the video feed is strictly limited to post-incident review.

In light of reduced hours reflecting current and anticipated future budget constraints, the Library Commission recommends that the City investigate the feasibility of implementing open+access at the North Branch as part of the strategic plan as a way to better serve the residents and optimize the City's resources.

Sincerely,

Andrew Beauchamp

Chair

Redondo Beach Library Commission



Library Commission	303 North Pacific Coast Highway Redondo Beach, California 90277-2838 www.redondo.org	tel 310 318-0676 fax 310 318-3809

February 7, 2022

The Honorable Mayor of Redondo Beach The Honorable Redondo Beach City Council Redondo Beach Council Chambers 415 Diamond Street Redondo Beach, CA 90277

Subject: Request for additional funding for the Redondo Beach Public Library for FY 2021-2022

Dear Honorable Mayor and Councilmembers:

The Redondo Beach Public Library experienced an increase in usage of digital materials as a result of the pandemic, with a 28% overall increase in digital circulation in FY 2020-2021 over FY 2019-2020, and an 89% increase in cloudLibrary eBooks and eAudiobooks during that same period. Now that the Library has reopened, circulation of physical materials is approaching pre-pandemic levels.

The Library Commission is requesting a mid-year increase in the amount of \$50,000 for the following:

Digital Collection - \$20,000

The circulation of the Library's digital materials has increased. While an individual may purchase an e-book for as low as 99-cents, purchasing rights for an institution like a library is costlier. Many digital materials start at \$40 and go as high as \$75.

Juvenile collection - \$15,000

The nonfiction collection requires updating at the Main (\$8,000) and North Branch (\$5,000) libraries, particularly the natural and applied sciences, as the materials have copyright dates from the '80s and '90s and need to be replaced. The easy reader section at Main (\$2,000) needs to be updated due to wear and tear. Books on infectious diseases and mental health are needed. Several patrons have requested materials for children in Braille, so the Library would like to build a small collection.

Adult collection - \$15,000

The entire nonfiction collection at the North Branch (\$10,000) needs to be refreshed due to the datedness and wear and tear of the materials. Books on test prep, travel, and computer instruction need to be replaced every few years to stay relevant. The approximate cost is \$2,000 for the Main Library.

Additionally, many of the classic books in the adult fiction collection need to be replaced at both Main (\$2,000) and North Branch (\$1,000) due to wear and tear.

The Library Commission thanks the Mayor and Councilmembers for their consideration of our budgetary requests as they will greatly benefit our Library patrons, the constituents of Redondo Beach.

Sincerely,

Andrew Beauchamb

Redondo Beach Library Commission

MEMORANDUM

Date: June 13, 2022

To: Mike Witzansky, City Manager

From: Ted Semaan, Public Works Director

Re: 2021/22 Pier Parking Structures Condition Assessment

As part of the City's ongoing efforts to invest in its infrastructure, the City Council authorized structural assessments of the three waterfront parking structures (North Pier, South Pier, and Plaza Parking Structures) in late 2021 and early 2022. Walker Parking Consultants/Engineers (Walker) was hired to continue work that began in 2012 and has produced two assessment reports, one for the combined waterproofing and structural maintenance assessment of the South Pier Parking Structure and Pier Plaza Parking Structure and the second for the North Pier Parking Structure. The North Pier Parking Structure report was prepared separately because it includes a separate seismic evaluation of the structure in addition to the waterproofing and structural maintenance assessment.

Each report begins with a cover letter / executive summary which identifies various type of deficiencies to be addressed and a recommendation for a budget to address them over a five-year period. The budget for the five-year period is summarized as follows:

South Pier PS / Plaza Parking PS waterproofing & repairs	\$15,150,000
North Pier PS waterproofing & repairs	\$ 1,536,500
North Pier PS seismic improvements (lump sum)	\$ 1,820,000
	\$18,506,600

Each report also contains an amortization schedule, reflecting how those costs might be spread over a period of five years for funding consideration. Costs for the first year are summarized as follows:

South Pier PS / Plaza Parking PS waterproofing & repairs	\$	2,095,000
North Pier PS waterproofing & repairs	\$	558,000
North Pier PS seismic improvements (lump sum)	<u>\$</u>	1,820,000
	\$	4,473,000

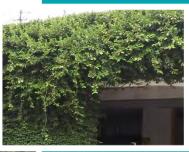
The existing CIP has approximately \$110,000 of carryover funding for Pier Parking Structure Improvements. The proposed FY 2022-23 Budget includes a recommendation of an additional \$4,350,000 for the project to fund the first year of recommended waterproofing and repairs, and the seismic retrofit.

Attachments

- Attachment 1 North Pier Parking Structure 2021 Condition Assessment Report
- Attachment 2 South Pier and Plaza Parking Structure 2021 Condition Assessment Report











BUILDING ENVELOPE

CONSULTING

FORENSIC RESTORATION

PARKING DESIGN

PLANNING

CITY OF REDONDO BEACH NORTH PIER PARKING STRUCTURE 2021-CONDITION ASSESSMENT

CITY OF REDONDO BEACH Redondo Beach, CA

Prepared for: Mr. Stephen Proud Director of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277



707 Wilshire Blvd, Suite 3650 Los Angeles, CA 90017 213.488.4911 walkerconsultants.com

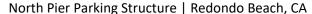


June 06, 2022

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PARKING CONDITION ASSESSMENT-UPDATE





WC PROJECT No. 37-009397.00

June 06, 2022

EXECUTIVE SUMMARY

The City of Redondo Beach retained Walker Consultants to carry out a Condition Assessment Update of the three existing parking structures - North Pier, South Pier, and Plaza parking structures, and develop a capital improvement program for the facility. This report only includes the North Pier parking structure. The condition assessment report of South Pier and Plaza parking structures was already issued in December 2021 as a separate report. This report includes an updated condition assessment and an updated seismic evaluation of the North Pier parking structure as requested by the City of Redondo Beach. The condition assessment is intended to provide our professional opinion on the current condition of the structural system and other components, such as waterproofing and drainage, that can affect the service life of the structure. In addition, the assessment identifies any needed maintenance and repairs to the structural system and waterproofing components and provides our recommendations for implementing the work. We evaluated the overall general condition of the structures with visual observations and compared our new findings to the 2012 and 2015 Walker findings.

This report also includes the Tier 1 and 2 seismic evaluations of the North Pier Parking Structure. Tier 1 consisted of completion of appropriate standard checklists of evaluation statements to identify potential deficiencies in a structure based on performance of similar structures in past earthquakes. The outcome of this phase is a list identifying the seismic non-compliant deficiencies that could represent risks to the structure. Tier 1 screening evaluations was used as the basis for Tier 2 seismic evaluation. Tier 2 involved engineering analysis to investigate whether deficiencies identified in Tier 1 require mitigation. The outcome of this phase is a retrofit scheme to mitigate structural seismic deficiencies as described in this report. Our investigation found that the seismic performance of the structure has been fair. The 1992 retrofit efforts improved the lateral load carrying capacity and load transfer paths. There are some deficiencies in the retrofit that allow for discontinuous load transfer. The recommended Base Repairs in the appendix D address improving the seismic performance.

On February 14, 2022, Walker sent a draft of this condition assessment report to the City of Redondo Beach. A 5-year repair program formulated in the draft and in this final report was developed considering the City's available annual budget, maximizing benefits from previous work and repair priority, and maintaining parking structure accessibility and occupancy. Also, the 5-year repair program focuses on immediate repairs as well as the necessary repairs to extend the useful service life of the structure. Based on the City of Redondo Beach's request, as an alternative for City to consider, Walker has also developed an opinion of the probable costs of a Ten-Year repair program for the North Pier parking structure in this final report.

This 2021 report incorporates the 2012 and 2015 Walker reports as a reference. Our 2021 findings indicated that, overall, the parking structures have continued to deteriorate compared to the findings reported in the 2012 and 2015 Walker reports. In general, the 2012 and 2015 Walker recommendations remain unchanged except for areas of structures that have been addressed in the 2017 and 2019 repair programs.

IMMEDIATE REPAIRS - RISK MANAGEMENT

Risk Management repairs are those required to address safety issues and to mitigate potential unsafe conditions from a risk management perspective.

- Remove all loose and delaminated concrete from the slab and beam underside where delaminated concrete appears on the surface. Repairs to these areas can be deferred and addressed during the implementation of the base repair program shown below.
- Remove and replace corroded barrier system on the Pier Level of the parking structure.

SUMMARY OF TYPES OF DEFICIENCIES

Durability and Maintenance

Soffit slab deterioration and spalls with exposed and corroded reinforcement.



June 06, 2022

- Concrete overlay deterioration and delamination.
- Concrete beam deterioration with exposed and corroded reinforcement.
- Concrete column spalling.
- Concrete wall deterioration and delamination.
- Waterproofing system deficiencies.

Seismic

- Thickening of CIP shear walls on Basement and Pier Levels.
- Addition of carbon fiber wrap at precast double tee stems on Village and Pier Level.
- Addition of slab reinforcement at Shear walls.
- Increase concrete cover at CIP columns at Grid line Y.
- Increased thickness of slab at Shear walls (East-West direction)
- Install new drilled piers.
- Install new concrete shear walls at Pier and Basement Level.

We recommend that the City of Redondo Beach perform the base repair program outlined in this report that will correct the observed seismic deficiencies, and durability deterioration and enhance the waterproofing systems to protect the structural slabs and reduce the potential for water infiltration throughout the structures.

We recommend that the City of Redondo Beach budget approximately \$1,536,500 to maintain the North Pier parking structure over the next five years and budget separately a lump sum \$1,820,000.00 for recommended seismic structural repairs. The budget costs presented are based on historical data. As a result of the COVID-19 epidemic, prices and schedules have changed. Therefore, these costs should be considered a rough order of magnitude and used for basic planning purposes. The actual costs may not be realized until the project is designed and bid by a contractor. Budgeting for capital improvements and work items will help the City of Redondo Beach plan for necessary funding for the recommended work over the next 5 years. This will help maximize the service life of various components of the structures and maintain the structures in good service condition with minimum downtime.

Please see the attached discussion and appendices for a detailed report of our investigation.

Sincerely,

WALKER CONSULTANTS

B.h. H	
1 women	June 06, 2022
Behnam Árya, PhD, PE	Date
Senior Consultant	
Manyor.	
	June 06, 2022
Khan Sohban	Date
Senior Engineer, PE	
Suhail Massan.	June 06, 2022
Hassan Suhail	Date

Project Engineer I

PARKING CONDITION ASSESSMENT-UPDATE





WC PROJECT No. 37-009397.00

June 06, 2022

INTRODUCTION

BACKGROUND INFORMATION

Walker Consultants performed a condition assessment for the North Pier parking structures located in Redondo Beach, California. The Walker Consultants staff conducted the onsite investigation of the parking garage on November 10, 2021. The evaluation and report will provide our professional opinion of the overall condition of the parking structures and update the prior 2012, and 2015 Walker's conditional appraisal reports with recommendations for current repair and preventative maintenance needs to maintain the service life for the structure. The City of Redondo Beach has requested Walker to perform a new condition assessment of the parking structure since the last condition assessment of the parking structure was completed more than six years ago. The condition assessment update consisted of a visual survey and documentation of observations. In addition to condition assessment, Walker also updated the Tier 1 and 2 seismic evaluations of the structure that we performed for the structure in 2012. Walker completed a Tier 1 and Tier 2 building screening procedure in 2012 based on the American Society of Civil Engineers (ASCE) standard ASCE 31-03 "Seismic Evaluation of Exiting Buildings" published in 2004 which was the nationally recognized standard at the time our investigation. The updated Tier 1 and Tier 2 analyses was performed per the ASCE 41-17, which is the current state-of-the-art and generally accepted standard for seismic evaluation of building structures. The seismic checklist and procedures in ASCE 41-17 have been updated compared to ASCE 31-03. Furthermore, the seismic hazard levels in ASCE 41-17 have changed based on earthquakes that have occurred around the globe since 2004 (when ASCE 31-03 was published).

Walker Consultants conducted material testing on several concrete components of the North Pier Parking Structure in 2012 to check the as-built condition and to use their properties for seismic evaluation. However, testing was only performed at the Pier level. The Basement level in 2012 was occupied by the Redondo Beach Fun Factory, which provided a play area for children and families, and was not accessible for testing. The Fun Factory closed in 2017 and the Basement level is now vacant. This has provided an opportunity to conduct additional testing on the structure to obtain information on the original walls of the building at the Basement level. With the approval of the City of Redondo Beach, Walker conducted additional testing on the North Pier Parking Structure. Testing primarily consisted of coring of concrete walls to obtain compressive testing as well exploratory opening of concrete walls to check size and placement of steel reinforcement. The results of new concrete testing were used in our seismic evaluation analysis.

Nomenclature

In the summer of 2011, Walker performed a condition assessment of the parking structures. In June 2012, Walker performed a structural analysis of the North Pier parking structure and prepared an Asset Management Plan (AMP), formerly known as Capital Improvement and Protection Program (CIPP), detailing opinions of probable repair costs over ten years for all three structures. The report was submitted to the City in August 2012 and is referred to herein as the 2012 Walker Report. Also, in October 2015 Walker performed a condition assessment update and prepared opinions of probable costs for two timeline scenarios for the parking structures. The report was submitted to the City in January 2016 and is referred to herein as the 2015 Walker Report. Please refer to the reports mentioned above for additional information.

Previous repairs

As requested by the City of Redondo Beach, the 2015 condition assessments proposed three different scenarios of repair with approximate costs for each option. These options were: A limited three (3) year repair and maintenance program; a 10-15-year repair and maintenance program; and an option of full replacement of the Pier Parking Structures. Based on our 2015 condition assessment and the cost associated with the proposed

PARKING CONDITION ASSESSMENT-UPDATE





WC PROJECT No. 37-009397.00

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options, the City of Redondo Beach selected the 10 - 15-year repair and maintenance program option. Walker has been awarded several contracts for the development of plans, specifications, and estimates (P, S & E's) to bid the work out to restoration contractors for the Pier Parking Structures. The first round of repairs was performed in 2017 on the South Pier parking structure and the second round of repairs was completed in 2019 on both the South Pier and North Pier structures. It was also conveyed to Walker during our site visits that some repairs were performed on the Plaza Parking Structure as a change order to the previous repair program.

Since 2017, Walker has provided parking structures restoration and maintenance design services for City of Redondo including the following:

- In 2017, the first repair project occurred mainly on the South Pier parking structure, consisting of the
 removal and replacement of traffic coating, isolated concrete floor repairs, concrete ceiling repairs, partial
 concrete beam repairs mainly on spandrels projecting out on the west end of the garage, concrete column
 and wall repairs, replacement of expansion joints, crack and joint treatments, installation of cathodic
 protection at repairs, and a few miscellaneous repairs.
- In 2019, the second repair project occurred, consisting of the installation of new traffic coating, isolated concrete floor repairs, concrete ceiling repairs, partial and full depth concrete beam repairs, concrete column and wall repairs, replacement of expansion joints, crack and joint treatments, installation of cathodic protection at repairs, replacement of top-level barrier cables and railing, and some miscellaneous repairs. Most of the repairs primarily focused on the Village level of the North Pier parking structures, and some minor repairs were also carried on the Village level of South Pier parking structure.

OBJECTIVES

The objective of this investigation is to provide updates on the overall condition assessment and the seismic evaluation and provide an opinion of probable cost for the necessary repairs, based on the observed conditions as well as our experience with similar parking structure conditions and repair costs. For this investigation and to meet the objective, we performed the following services:

- 1. Reviewed previous Condition Appraisal Reports prepared by Walker Consultants, dated August 2012 and October 2015 respectively.
- Reviewed Owner Review Construction documents and project specifications prepared by Walker Consultants, dated January 2017.
- 3. Reviewed Construction documents and project specifications prepared by Walker Consultants, dated March 2019.
- 4. Reviewed existing framing plans of the parking structure to aid in our observations.
- 5. Conducted a field evaluation of the parking structure to document the current exposed conditions of the structural and waterproofing elements. This consisted of visual observation as well as limited nondestructive testing to review the following elements: floors, columns, beams, walls, ceilings, façade, and other structural elements.
- 6. Identified potential structural related conditions that require immediate attention.
- 7. Compiled and reviewed all field data to determine possible causes and effects of the documented deterioration.
- 8. Performed the Tier 1 screening and Tier 2 analysis for seismic evaluation of the North Pier parking structure.
- 9. Outlined the repair program requirements for a 5-Year AMP.
- 10. Provided an opinion of probable cost for implementing the repairs.
- 11. Phased the work according to priority over a multi-year program to assist with fiscal planning.



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12. Prepared the current report with a summary of observations, including photographs depicting the areas noted in the report, findings.

The objective of the 5-year Budget Forecast is to provide the City of Redondo Beach with an asset management tool for planning and budgeting of capital expenses over the next 5 years. The 5-year plan recommends restoration capital improvements and work items for this parking facility so that the Owner can maximize the service life of the structure with the least amount of capital cost.

PARKING STRUCTURE DESCRIPTION

The North Pier Parking Structure was constructed in early 1960's and has experienced nearly 70 years of service life. The parking structure is constructed of precast concrete double tees supported on precast columns, beams, and girders. One of the unique aspects of the pre-cast double tee construction is that the tees are spaced apart to allow for closure pour strips along every tee flange. Based on the drawings received, the exposed upper level is referred to as the Village Level, the mid-level is referred to as the Pier Level, and the lowest level is referred to as the Basement Level. The footprint of the structure is 273 feet (north - south) by 123 feet (east - west)

Figure 1 shows an aerial view of the parking structures, and Figures 2 to 4 display the floor plans of the North Pier parking structures. Figures 5 to 8 show overall views of the exterior elevations of the parking structures. Figures 9, and 10 show the recommended locations for traffic coatings. Figure 11 show location of immediate repairs.



Figure 1 – Aerial view of the parking structures (Google Earth Pro)

June 06, 2022

Figure 2- Basement Level- Slab on Grade, North Pier Parking Structure

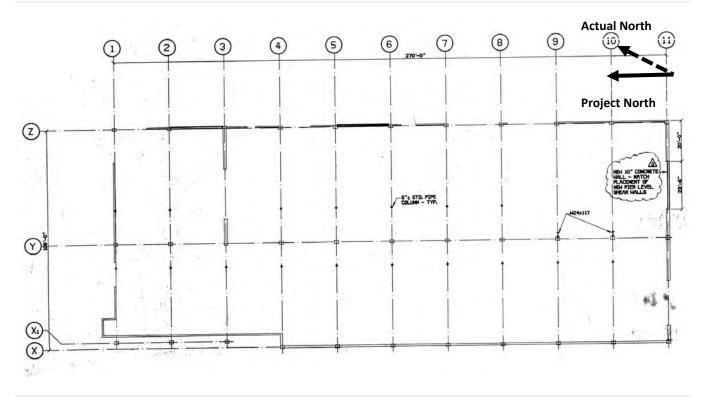
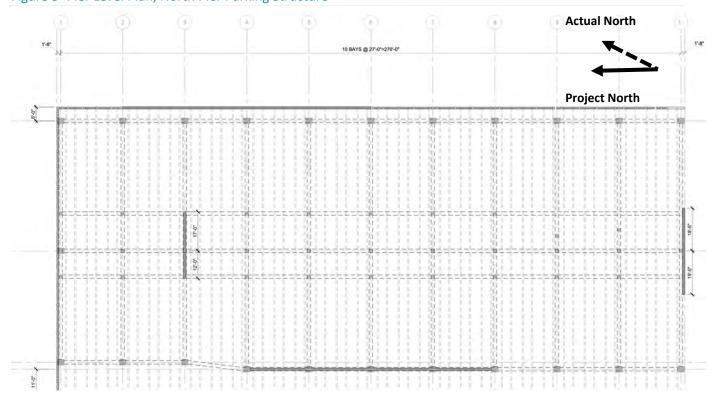
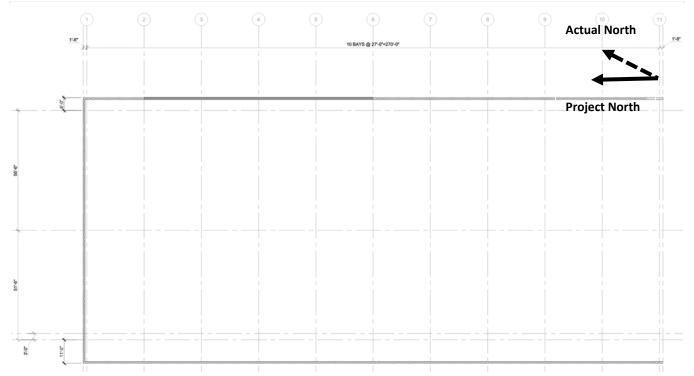


Figure 3- Pier Level Plan, North Pier Parking Structure



June 06, 2022

Figure 4-Village Level Plan, North Pier Parking Structure





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Figure 5- Overview of Village Level, (North Pier Parking Structure) (BA1-219)



Figure 6- Partial North elevation, (North Pier Parking Structure) (SH2-273)





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Figure 7- Partial West elevation, (North Pier Parking Structure) (BA1-229)



Figure 8- Partial East elevation, (North Pier Parking Structure) (BA1-282)







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RECOMMENDATIONS

Based on our visual observations, we found the North Pier parking structure to be in *fair* condition. The concrete floors, ceilings, walls, and columns had some level of deterioration that needs to be addressed. Our assessment did identify specific locations where localized deterioration is visible in the structure. The recent repair project has addressed the significant concrete deterioration and restored components of the waterproofing and structural systems on the Village Level of the parking structure

To improve the parking structure's current condition, we have developed a 5-year repair program for the facility. The 5-year program has an associated Asset Management Plan (AMP). The AMP contains repairs to address the currently deteriorated elements and preventive maintenance to address needs anticipated over the next 5-year period. We recommend that the City of Redondo Beach approximate the budget to implement the program over the next 5 years.

IMMEDIATE REPAIRS - RISK MANAGEMENT

Immediate concerns are defined as items that may reduce pedestrian safety and structural integrity if not completed.

- Remove all loose and delaminated concrete from the slab soffit and beam underside where delaminated concrete appears on the surface. Repairs to these areas can be deferred and addressed during the implementation of the base repair program shown below. This work should be performed by either City personnel or private contractors working under the direction of the City of Redondo Beach.
- Remove and replace corroded barrier system posts on the Pier Level. Particularly on the north and west end of the parking structure.

As always, it is appropriate that Operation staff conduct weekly inspections to check that facility for potential hazard such as open spalls or cavities in the concrete floor, loose concrete, etc. and have them remedied immediately to reduce potential risk of incident.

RECOMMENDED BASE REPAIRS: YEARS 1-5

Based on our findings, we recommend implementation of a structured restoration plan, including repairs to structural elements, repairs of deterioration of the slab, repairs to the parking structure waterproofing systems. The recommended restoration program concentrates on repairs to the deteriorated sections of the structure and future protection of its structural components. We recommend implementing the following repairs and maintenance in the next 5 years:

STRUCTURAL ITEMS

- Perform the recommended seismic strengthening recommendations identified in the Seismic evaluation report (Appendix E).
- Repair of all deteriorated concrete slab soffit on the Village and Pier Levels.
- Repair isolated concrete overlay spalls/deterioration on the Pier Level.
- Perform column, beam, and wall repairs in isolated locations on the Pier and Basement Levels.
- Repair of concrete curb at perimeter of parking in isolated locations on the Pier Level.
- Repair cracks in concrete walls, beams, and columns in isolated locations on the Pier and Basement Levels.
- Concrete repairs of the west and east ends of the cantilevered concrete joists.
- Installation of passive galvanic systems in all concrete repairs.





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WATERPROOFING WORK ITEM

- Remove existing epoxy-based traffic coating and replace with new urethane traffic membrane on all exposed concrete surfaces on the Pier Level.
- Recoat the existing traffic topping on the Village Level.
- Rout and seal floor cracks on the Pier Level.

MECHANICAL, ELECTRICAL, AND DRAINAGE WORK ITEMS

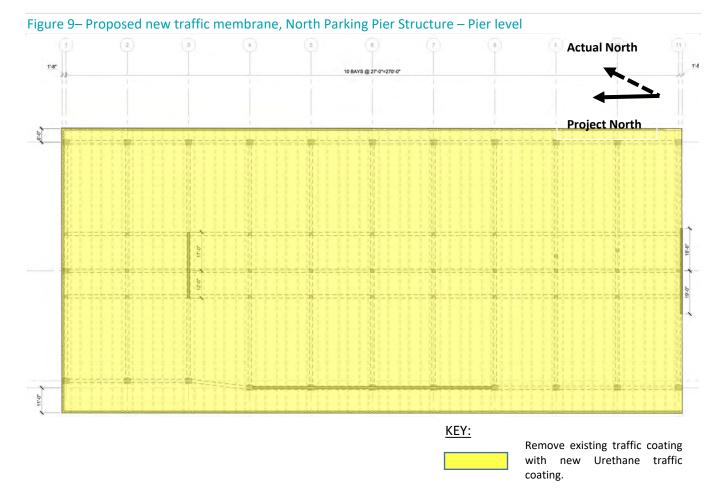
• Isolated areas of ponding were observed and should be resolved by either cleaning out the existing drain (if present) or installing a supplementary drain.

MISCELLANEOUS ITEMS

- Clean and paint misc. steel members.
- Repaint traffic markings.
- Paint slab soffit, walls, and columns



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Figure 10– Recoat traffic membrane, North Parking Pier Structure – Village Level

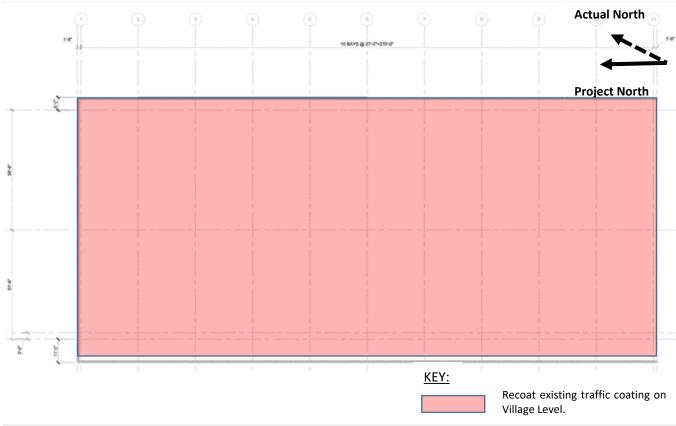
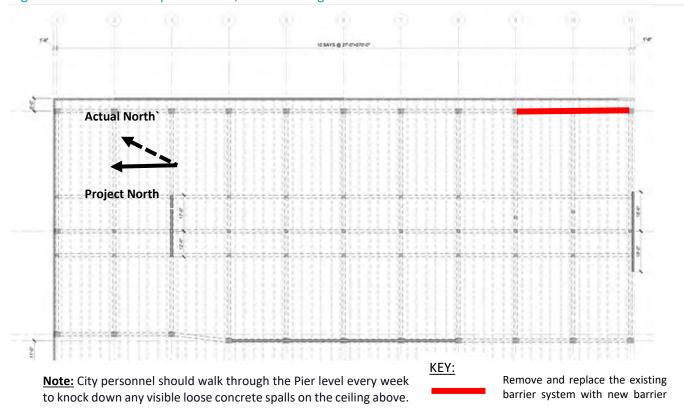


Figure 11– Immediate Repair location, North Parking Pier Structure – Pier Level





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FUTURE PREVENTATIVE MAINTENANCE

Maintenance performed on a regular basis will take full advantage of the structural repairs and waterproofing work. Without maintenance, the facility will not see the expected service life from the structure or the repairs and waterproofing. Typical maintenance includes routine sealing of joints, recoating of wall and floor membranes along with periodic concrete repairs.

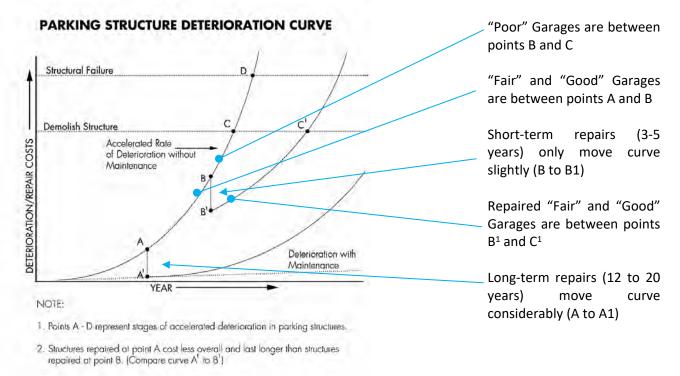
Funds for maintenance of the garage should be accrued yearly considering the life expectancies of certain elements such as sealants, coatings, floor membranes, concrete repairs, etc. The life expectancies expressed vary depending on workmanship, quality of materials, use and exposure to elements. After all the work is completed, the supported level should be washed down at least twice a year.

BENEFITS OF TIMELY REMEDIATION

There are many benefits to providing the repair and preventive maintenance program at the earliest feasible time, in addition to the imminent needs of providing the "Immediate Repairs" listed previously.

Long-term delay of repairs significantly increases cost. The cost to repair and maintain this facility will continue to increase at progressively faster rates when deterioration continues as modeled in the following graph. The main benefits from implementing the recommended repairs and waterproofing are:

- Mitigate the infiltration of water and chlorides.
- Maintain the structural capacity and maintain the service life of the structure.
- Cost savings due to avoidance of structural repairs that are more expensive and facility shutdown.
- Higher levels of service to the users of the facility due to fewer days of downtime because of more extensive structural repairs.
- Provides for a greater degree of safety by inhibiting deterioration mechanisms before they have a chance to cause serious harm.
- Long term delay of repairs significantly increases future costs.
- Less noise21 and disruption both within the garages and the buildings above.





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OPINION OF PROBABLE COSTS

The table below provides our opinion of probable construction costs for the recommended repairs for a Five-Year restoration maintenance program. The costs were developed using pricing from our database obtained from similar type projects competitively bid in the Los Angeles area.

With the development of repair programs such as in this report, contingency funds must be anticipated and included in any budget for repairs to account for concealed, unknown, or unanticipated conditions. For this type of restoration work, we recommend that a 10% contingency be set aside for potential changes due to unknown conditions. This contingency cost is included in the project costs. The cost estimates are based on 1st Quarter 2022 dollars.

According to the American Concrete Institute Committee 362, "Repairing an existing deteriorated structure involves many unknowns, uncertainties and risks. Especially with regard to repair of chloride caused corrosion damage, the process is considered an extension of the useful life of the deteriorated structure. It is not equivalent to building a new structure with current technology."

The cost to perform seismic rehabilitation is not included in Table 1 and should be budgeted separately as a lump sum of \$1,820,000.00. Please refer to Table 4 and Appendix D for more information on this cost breakdown.

Table 2, and 3 at the end of this report includes a more detailed cost estimate.

Table 1 - Five-year Repair program—Opinion of Probable Costs

YEAR	BUDGET
2022	\$558,000
2023	\$773,000
2024	-
2025	-
2026	\$192,000
Total	\$1,536,500

NOTES:

- 1. Cost opinions are based on historical data and experience with similar types of work and are based on 2022 prices.
- 2. Actual costs may vary due to time of year, local economy, or other factors.
- Cost opinions do not include costs for phasing, inflation, financing or other owner requirements, or bidding conditions.
- 4. Costs have been increased 3% for inflation each year.
- Cost opinions do not include upgrades if it becomes necessary to bring the structure up to current building code requirements, seismic upgrades, or for ADA or similar items.
- 6. The structure has not been reviewed for the presence of, or subsequent mitigation of, hazardous materials including, but not limited to, asbestos and PCB.

NOTE: The budget costs presented are based on historic data. The effects of the COVID-19 pandemic have resulted in changing costs and schedules, therefore, these costs should be considered a rough order of magnitude and used for basic planning purposes. Until the project is designed and bid by a contractor the actual costs may not be realized.



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Recommended Ten – Year Repair Program (North Pier Parking Structure)

Per City's request, as an alternative for City to consider, Walker has also developed a Ten-Year repair program for the North Pier parking structure. The opinion costs for the recommended 10- year repair program for the North Pier parking structure is currently \$ 2,259,000 in 2022 dollar. The recommended North Pier parking structure maintenance and repair budget for the next ten years is shown below in Table 1.1, followed by a detailed breakdown in Table 5.

Table 1.1 - Ten-year Repair program—Opinion of Probable Costs

YEAR	BUDGET
2022	\$558,000
2023	\$464,500
2024	\$400,500
2025	-
2026	\$192,000
2027	-
2028	\$137,500
2029	-
2030	\$323,500
2031	\$183,000
Total	\$2,259,000

IMPLEMENTATION

The outlined repair program can be competitively bid and executed by experienced restoration contractors. The first step in this process is to obtain a quality set of bidding documents prepared by experienced restoration engineers. These documents should be procured to ensure repairs are designed appropriately and quantities are sufficiently estimated to competitively bid the project by restoration contractors.

DISCUSSION

IMMEDIATE REPAIRS - RISK MANAGEMENT

We observed spalled and loose concrete on multiple locations on both — Village and the Pier Level slab soffit of the North Pier parking structure. The loose concrete can get detached and introduce a life safety hazard to pedestrians. Remove all loose and delaminated concrete from the slab and beam underside where delaminated concrete appears on the surface. Repairs to these areas can be deferred and addressed during the implementation of the base repair program shown below. Walker recommends all supported slabs, beams, columns, and walls to be reviewed on a regular basis by visual means and sounded by hammer tapping along spalls. Any overhead spalled areas found are a potential safety hazard. The City should continue to review areas of potentially loose and cracked concrete and remove them before they become an overhead hazard.

The barrier system on the Village Level has undergone a major renovation as part of the 2019 Repair program. The barrier system on the Village level was in good condition after the renovation. However, the Pier Level perimeter barrier system was not a part of the 2019 Repair program. The existing barrier system has been exposed to ravages of weather and time passage. Peeling of paint and corrosion of steel posts has been observed in many





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locations on the barrier system. Replacement of existing corroded steel posts located in the southwest end of the parking structure is recommended.

STRUCTURAL WORK ITEMS

Our primary focus of the condition assessment was to identify and update the 2012 and 2015 Walker findings and accordingly develop updated repair protocols that will keep the structures operational for 10 additional years. Over the last few years, the City of Redondo Beach has invested significantly in the repair and maintenance of the three parking structures – North Pier Parking Structure, South Pier Parking Structure, and Plaza Parking structure. This work has been performed per the Walkers 2012 and 2015 AMPs in order to extend the life of the structures. Refer to Walker's 2012 and 2015 condition appraisal reports for more information on causes attributed to the observed deficiencies.

This updated AMP plan is designed to help the City of Redondo Beach plan for repairs, future maintenance, and improvements for the parking structures. The City of Redondo Beach has implemented a limited portion of work for North Pier Parking structure outlined in Walker's original 2012 and 2015 AMPs, respectively. A reduced scope of work was completed in 2017 and 2019 repair programs to maintain the structure for 10 -15 years while discussions of possible new development that incorporated replacement parking were contemplated. This 5-year AMP forecast builds off the limited work and maintenance repairs completed during the past 10-years and provides the capital improvements required to maintain the structure for the next 10-year program.

The parking structure has remained in operation for almost seven decades and has been subjected to harsh environmental conditions over its service life. Physical structural conditions have led us to believe that the structure is overall in fair condition. The field assessment indicates the structure is undergoing structural deterioration in non-repaired areas, primarily to the underside of the village level concrete slab. Our review of this structure suggests deferred preventative maintenance, and the delay of a comprehensive restoration program has led to the current deterioration conditions. The Installation of traffic coating on the Village level during the 2019 Repair program was a significant step to mitigate the potential for reinforcing steel corrosion. The best way to counteract the remaining corrosion process involves applying an electrochemical treatment. This can be achieved by repairing the sections showing spalling or exposed rebars.

Precast concrete double tees stem, beams, and columns had numerous locations that had deteriorated resulting in cracked and spalled concrete. Moisture laden with chlorides that penetrate the concrete creates a situation where the embedded steel reinforcement begins to corrode. The corrosion of the steel reinforcement creates rust formation on the steel which induces stresses into the surrounding concrete. If the stresses to the concrete exceed the tensile strength capacity of the concrete, a crack will occur which will propagate into a delamination, and ultimately a concrete spall. Deterioration of structural elements of the parking structure shortens the effective service life of the structure and the deterioration of the parking structure will accelerate overtime if left unattended.

The Shear wall is cracked and deteriorated in select locations primarily along the south and east wall of the structure. The walls should also be monitored annually for additional cracking.

Overall, concrete curbs on the pier level are in fair condition with limited cracking and other deterioration related issues.

WATERPROOFING SYSTEMS

The traffic coating on the Pier Level has excessive wearing where the coating has worn into the base coat with some areas worn completely through the coating to the concrete substrate. Given the significant wear down and localized areas of debondment of the coating, we recommend that the coating be removed and replaced with a new traffic coating system. Removing the existing system, instead of recoating over the existing system, prevents





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possible issues with bonding a new system to an existing that may have marginal bond in areas. Removal also allows replacement of the existing joint and crack sealants. These sealants are protected by the traffic topping but in areas where the traffic topping has failed the underlying sealant was observed to be cracked and brittle, which may have contributed to the coating failure along the joint and cracks.

The Village Level received a traffic bearing waterproof membrane as part of the 2019 Repair program. The waterproof membrane is in good condition for its age. Typically, these waterproofing systems have a service life of 7-10 years with proper maintenance. The life of the membrane can be extended by applying a re-coat of the top layer of the system. The re-coat procedure requires cleaning of the surface, preparation of worn or damaged areas with base and intermediate coatings and then an application of a full topcoat with aggregate. Therefore, installation of new traffic marking paint is required after installation of the new traffic topping coating. Our cost opinion includes recoating on the Village Level in Year 5; however, we recommend that the condition of the traffic coating be reviewed to determine if recoating is required at that time.

CONCRETE TESTING AND ANALYSIS

Walker Consultants conducted material testing on several concrete components of the North Pier Parking Structure in 2012 to check the as-built condition and to use their properties for seismic evaluation. However, testing was only performed at the Pier level. The Basement level in 2012 was occupied by the Redondo Beach Fun Factory, which provided a play area for children and families, and was not accessible for testing. The Fun Factory closed in 2017 and the Basement level is now vacant. This has provided an opportunity to conduct additional testing on the structure to obtain information on the original walls of the building at the Basement level. With the approval of the City of Redondo Beach, Walker conducted the following additional testing on the North Pier Parking Structure.

- 1. Coring of concrete walls to obtain compressive testing
- 2. Exploratory opening of concrete walls to check size and placement of steel reinforcement

Slater Waterproofing Inc. was engaged to obtain concrete cores and to perform destructive opening on January 12 and 13, 2022 under the direction of Walker staff. Concrete cores were sent to Universal Construction Testing (UCT) for laboratory testing to obtain compressive strength. Details of concrete testing and the lab report prepared by UCT are attached in Appendix B and C, respectively. Ground Penetrating Radar (GPR) was also used on concrete surfaces at test locations prior to destructive opening to locate the embedded rebar and to prevent cutting rebar during the coring process.

SEISMIC EVALUATION

Walker Consultants performed the Tier 1 and 2 seismic evaluations of the North Pier Parking Structure. Walker had completed a Tier 1 and Tier 2 building screening procedure in 2012 based on the American Society of Civil Engineers (ASCE) standard ASCE 31-03 "Seismic Evaluation of Exiting Buildings" published in 2004 which was the nationally recognized standard at the time our investigation. The updated Tier 1 and Tier 2 analyses was performed per the ASCE 41-17, which is the current state-of-the-art and generally accepted standard for seismic evaluation of building structures. The seismic checklist and procedures in ASCE 41-17 have been updated compared to ASCE 31-03. Furthermore, the seismic hazard levels in ASCE 41-17 have changed based on earthquakes that have occurred around the globe since 2004 (when ASCE 31-03 was published). Our evaluations found that the seismic performance of the structure has been fair. The 1992 retrofit efforts improved the lateral load carrying capacity and load transfer paths. There are some deficiencies in the retrofit that allow for discontinuous load transfer. The details of our seismic evaluation and our recommended repairs for improving the seismic performance are included in in the appendix D.





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OBSERVATIONS

On November 10, 2021, Walker Consultants performed a condition assessment of the North Pier Parking Structures. The assessment consisted of a visual review of representative exposed structural elements (columns, beams, walls,) and waterproofing elements (sealants and expansion joints). Our assessment also included chain dragging and hammer sounding of representative areas to identify concrete delaminations and possible corrosion of the embedded steel reinforcement. In addition, a limited visual review of the structures' façade was performed from the Ground level.

The following conditions were noted. The referenced photographs are included in Appendix A.

Village Level

 Typical Village Level soffit slab deterioration and spalls with exposed and corroded reinforcement (Photos 1.1 and 1.4).

Pier Level

- Isolated concrete overlay deterioration with exposed reinforcement was observed on the Pier level (Photos 1.5 to 1.6).
- Typical Pier Level soffit slab deterioration and spalls with exposed and corroded reinforcement (Photos 1.7 and 1.8).
- Typical beam deterioration with exposed and corroded reinforcement was observed on the Pier Level (Photos 1.9 to 1.11).
- Isolated concrete curb delamination was observed at perimeter and interior of the parking structure (Photos 1.12 to 1.13).
- Typical sections of the perimeter barrier system posts particularity in the west end of the Pier Level are significantly corroded or damaged (Photos 1.14).
- The epoxy-based traffic coating was in poor condition with excessive wearing where the coating has worn into the base coat with some areas worn completely through the coating to the concrete substrate (Photos 1.15).
- Typical corroded steel beam ledge on the Pier Level of the parking structure (Photos 1.16).

Basement Level

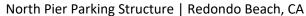
- Typical concrete wall delamination and spalling with exposed rebar on the Basement Level (Photos 1.17 and 1.18).
- Typical beam deterioration with exposed and corroded reinforcement was observed on the Basement Level (Photos 1.19 and 1.20).
- Typical wall cracks were also observed on the Basement Level (Photo 1.21).

Exteriors

- Typical signs of rebar corrosion were observed east elevation of the parking structure (Photo 1.22).
- Typical spandrel beam deterioration with exposed and corroded reinforcement was observed on north and east elevations of the parking structure (Photo 1.23 to 1.25).

LIMITATIONS

This report contains the professional opinions of Walker Consultants based on the conditions observed as of the date of our site visit and documents made available to us by the City of Redondo Beach (Client). This report is believed to be accurate within the limitations of the stated methods for obtaining information.





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We have provided our opinion of probable costs from visual observations and field survey work. The opinion of probable repair costs is based on available information at the time of our condition appraisal and from our experience with similar projects. There is no warranty to the accuracy of such cost opinions as compared to bids or actual costs. This condition appraisal and the recommendations therein are to be used by Client with additional fiscal and technical judgment.

It should be noted that our renovation recommendations are conceptual in nature and do not represent changes to the original design intent of the structure. As a result, this report does not provide specific repair details or methods, construction contract documents, material specifications, or details to develop the construction cost from a contractor.

Based on the agreed scope of services, the condition appraisal was based on certain assumptions made on the existing conditions. Some of these assumptions cannot be verified without expanding the scope of services or performing more invasive procedures on the structure. More detailed and invasive testing may be provided by Walker Consultants as an additional service upon written request from Client.

The recommended repair concepts outlined represent current generally accepted technology. This report does not provide any kind of guarantee or warranty on our findings and recommendations. Our condition appraisal was based on and limited to the agreed scope of work. We do not intend to suggest or imply that our observation has discovered or disclosed latent conditions or has considered all possible improvement or repair concepts.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements was not part of the scope of this project. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements. Similarly, we have not reviewed or evaluated the presence of or the subsequent mitigation of hazardous materials, including, but not limited to, asbestos, and PCB. In addition, seismic evaluation of the subject parking structure for compliance with the current building code was not part of the scope of this project.

This report was created for the use of Client and may not be assigned without written consent from Walker Consultants. The use of this report by others is at their own risk. Failure to make repairs recommended in this report in a timely manner using appropriate measures for safety of workers and persons using the facility could increase the risks to users of the facility. The client assumes all liability for personal injury and property damage caused by current conditions in the facility or by construction, means, methods, and safety measures implemented during facility repairs. Client shall indemnify or hold Walker Consultants harmless from liability and expense, including reasonable attorney's fees incurred by Walker Consultants as a result of Client's failure to implement repairs or to conduct repairs in a safe and prudent manner.



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TABLE 2- Executive Summary – 5 Year Budget Forecast

Table CS-1 Combined Structures Executive Summary



WORK DESCRIPTION	T	OTAL COST		2022	2023		2024	2025			2026
Work Categories											
General Conditions	S	166,000	S	61,000	\$ 84,000	S	-	\$	-	S	21,000
Immediate Repairs	\$	6,000	S	6,000	\$ -	S	-	\$	-	\$	-
Structural / Concrte Repairs	\$	398,000	S	398,000	\$ -	\$	-	\$	-	\$	-
Waterproofing	\$	468,000	S	-	\$ 336,000	\$	-	\$	-	\$	132,000
Stair Tower Repair	S	20,000	\$	-	\$ 20,000	\$	-	\$	-	\$	-
Mechanical / Electrical / Plumbing	\$	75,000	\$	-	\$ 75,000	S	-	\$	-	\$	-
Architectural / Miscellaneous	\$	136,000	\$	-	\$ 129,000	\$	-	\$	-	\$	7,000
Life Safety	\$	13,500	\$	-	\$ 13,500	\$	-	\$	-	\$	-
Contingency 10%	\$	127,000	\$	46,500	\$ 64,500	\$	-	\$	-	\$	16,000
Consulting & Engineering Fees	\$	127,000	\$	46,500	\$ 64,500	\$	-	\$	-	\$	16,000
Opinion of Annual Budget (Dollars)	\$	1,536,500	\$	558,000	\$ 773,000	\$	-	\$	-	\$	192,000
Opinion of Annual Budget (Adjusted Future Value)	\$	1,571,000	\$	558,000	\$ 796,200	\$	-	\$	-	\$	216,100



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TABLE 3- North Pier Parking Structure- 5 Year Budget Forecast

NO.	WORK DESCRIPTION		R TOTAL COST		2022		2023		2024		2025		2026
1.00	General Conditions	\$	166,000	\$	61,000	\$	84,000	\$		\$	-	\$	21,000
1.1	General Conditions / Mobilization	\$	166,000		61,000		84,000						21,000
2.00	Immediate Repairs	\$	6,000	\$	6,000	\$		\$		\$	-	\$	-
	Remove and Replace barrier system (South - West												
2.1	Corner)	\$	6,000	\$	6,000								
3.00	Structural / Concrete Repairs	\$	398,000	\$	398,000	\$		\$		\$	-	\$	-
3.1	Overhead Ceiling Repair	\$	225,000	\$	225,000								
3.2	Concrete Floor Repair - Supported levels	\$	25,000	\$	25,000					J			
3.2a	Overhead Ceiling Repair - PCP	\$	52,500	\$	52,500								
3.3	Concrete Wall, Beam, Column Repair (Primarily Beams)	\$	75,000	\$	75,000								
3.3a	Concrete Wall, Beam, Column Repair - PCP	\$	10,500	\$	10,500					1			
3.4	Epoxy injection at concrete beams (Western side)	\$	10,000	\$	10,000								
4.00	Waterproofing	S	468,000	5	-	\$	336,000	\$		\$		S	132,000
4.1	Rout/Seal Cracks	\$	40,000			\$	40,000						
	Construction Joint Sealants	\$	32,000	ļ		\$	32,000			1			
4.3	Remove and Replace Traffic Coating - Pier Level	\$	264,000			\$	264,000						
	Traffic Coating - Recoat - Village Level	\$	132,000	†						1		\$	132,000
5.00	Stair Tower Repair	S	20,000	S	-	S	20,000	S		S	-	S	-
5.1	Paint Stairs	\$	20,000			\$	20,000						
6.00	Mechanical / Electrical / Plumbing	S	75,000	S	_	\$	75,000	S		S		S	-
_	Clean Floor Drains and Piping	\$	5,000			\$	5,000						
6.2	Electrical Allowance	\$	35.000			\$	35.000			ļ			
6.3	Mechanical Allowance	\$	35,000	†		\$	35,000						
7.00	Architectural / Miscellaneous	s	136,000	S	_	S	129,000	S		S		S	7,000
-	Paint Misc. Metals and Equipment	s	38.000			\$	38.000						
	Paint Select Soffit/Walls/Columns Locations	\$	54.000			\$	54,000			·			
	Re-Paint Traffic Markings	\$	14,000	····		\$	7,000					\$	7,000
	Concrete Curb	\$	30,000			\$	30,000						
	Risk Management	S	13,500	S		\$	13,500	S		S		S	
0.00	Guardrail Post (Barrier Cable) (North and East side on	•	13,300	,		•	13,300	•		~		•	_
8.1	Pier Level)	s	13.500			\$	13.500						
		_				Ť							
		5-YE	AR TOTAL COST		2022		2023		2024		2025		2026
[Sub Total	\$	1,282,500	\$	465,000	\$	644,000	\$	-	\$	-	\$	160,000
	Contingency 10%	\$	127,000	\$	46,500	\$	64,500	\$	-	\$	-	\$	16,000
	Consulting & Engineering Fees	\$	127,000	\$	46,500	\$	64,500	\$	-	\$	-	\$	16,000
	Opinion of Annual Budget (Dollars)	\$	1,536,500	\$	558,000	5	773,000	5	-	5	-	\$	192,000
	Opinion of Annual Budget (Adjusted Future V		1,571,000	\$	558,000	\$	796,200	s	······	\$		\$	216,100



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TABLE 4-Opinion of Probable Seismic Restoration Repair costs

	Work Item Description	Estimated Cost
1.00	General Conditions	
1.10	Mobilization & General Conditions	\$25,000
2.00	Seismic Structural Repairs	723,000
2.01	Install (24) new drilled piers	\$100,000
2.02	Install (5) new concrete shear walls at Pier and Basement Level	\$500,000
2.03	Addition of carbon fiber wrapping at Line 3 and X at waffle shear wall at Pier Level	\$30,000
2.04	Addition of shear wall drag reinforcement at Village Level at line Z.1	\$25,000
2.05	Addition of carbon fiber wrap at precast double tee stems (Village & Pier Level) near line Z	\$30,000
2.06	Addition of carbon fiber wrap at CIP Shear walls ends for confinement at line 11 at the Pier Level, at Line Z at CIP columns at lines 2, 3, 5, and 6 at Pier Level	\$25,000
2.07	Thickening of CIP shear wall at line Z (2-3) at Basement Level	\$25,000
2.08	Thickening of CIP shear wall at line Z (5-6) at Basement Level	\$25,000
2.09	Thickening of CIP shear walls at line 3 at Basement Level	\$35,000
2.10	Thickening of CIP shear wall at line X (4-11) at Basement Level	\$170,000
2.11	Thickening of CIP shear wall at line 11 (at grid Y) at Pier Level	\$35,000
2.12	Addition of slab reinforcement at Shear walls (East-West direction) at Village and Pier Level (i.e., chord/drag reinforcement, and shear transfer reinforcement)	\$200,000
	Addition of slab reinforcement at Shear walls (North-South direction) at Village	4000000
2.13	and Pier Level (i.e., chord/drag reinforcement, and shear transfer reinforcement)	\$200,000
2.14	Strengthen CIP column at Grid line 3 and Z at Pier Level	\$25,000
	Repair Subtotal	\$1,450,000
	Recommended Contingency (10%)	\$145,000
	Engineering Services	\$160,000
	Geotechnical Recommendations on Soil condition at the project site	\$50,000
	Building Survey Elevations	\$15000
	Project Total	\$1,820,000



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TABLE 5— North Pier Parking Structure— 10 Year Budget Forecast

NO	. WORK DESCRIPTION	10-YEAR TOTAL COST	2	2022	2023		2024		2025		2026	20)27		2028	20	029	:	2030		2031
1.00	General Conditions	\$ 246,500		61,000		O \$	43,500		-	\$	21,000	\$	-	\$	15,000	\$	-	\$	35,500	\$	20,000
1.1	General Conditions / Mobilization	\$ 246,500		61,000	50,5	00	43,500				21,000				15,000				35,500		20,000
2.00	Immediate Repairs	\$ 6,000	\$	6,000	\$ -	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Remove and Replace barrier system (South - West																				
2.1	Corner)	\$ 6,000	\$	6,000																İ	
3.00	Structural / Concrete Repairs	\$ 556,500	\$	398,000	\$ -	\$	59,000	\$	-	\$	-	\$	-	\$	99,500	\$	-	\$	-	\$	-
3.1	Overhead Ceiling Repair	\$ 345,000	\$	225,000		\$	45,000							\$	75,000					1	
3.2	Concrete Floor Repair - Supported levels	\$ 25,000	\$	25,000						ļ											
3.28	Overhead Ceiling Repair - PCP	\$ 80,500	\$	52,500		\$	10,500			†				\$	17,500			~~~~			~~~~~
3.3	Concrete Wall, Beam, Column Repair (Primarily Beams)	\$ 75,000	\$	75,000																	
3.38	Concrete W all, Beam , Column Repair - PCP	\$ 21,000	\$	10,500		\$	3,500				~~~~~			\$	7,000	*****			~~~~~		
3.4	Epoxy injection at concrete beams (Western side)	\$ 10,000	\$	10,000						·				~~~~				~~~~			~~~~
4.00	Waterproofing	\$ 732,000	\$	-	\$ 204,00	C \$	132,000	\$	-	\$	132,000	\$	-	\$	-	\$	-	\$	132,000	\$	132,000
4.1	Rout/Seal Cracks	\$ 40,000			\$ 40,00	0															
	Construction Joint Sealants	\$ 32,000			\$ 32,00	0				·				~~~~				~~~~			~~~~
4.3	Remove and Replace Traffic Coating - Pier Level	\$ 396,000			\$ 132,00) \$	132,000											\$	132,000		
4.4	Traffic Coating - Recoat - Village Level	\$ 264,000								\$	132,000									\$	132,000
5.00	Stair Tower Repair	\$ 40,000	\$	-	\$ 20,00) \$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	-
5.1	Paint Stairs	\$ 40,000			\$ 20,00	0												\$	20,000		
6.00	Mechanical / Electrical / Plumbing	\$ 150,000	\$	-	\$ 75,00) \$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	75,000	\$	-
6.1	Clean Floor Drains and Piping	\$ 10,000			\$ 5,00	0												\$	5,000		
6.2	Electrical Allowance	\$ 70,000			\$ 35,00	0												\$	35,000		
6.3	Mechanical Allowance	\$ 70,000			\$ 35,00	0												\$	35,000		
7.00	Architectural / Miscellaneous	\$ 150,000	\$	-	\$ 37,00) \$	99,000	\$	-	\$	7,000	\$	-	\$	-	\$	-	\$	7,000	\$	-
7.1	Paint Misc. Metals and Equipment	\$ 38,000				\$	38,000							-							
7.2	Paint Select Soffit/Walls/Columns Locations	\$ 54,000				\$	54,000														
7.3	Re-Paint Traffic Markings	\$ 28,000			\$ 7,00) \$	7,000			\$	7,000							\$	7,000		
7.5	Concrete Curb	\$ 30,000			\$ 30,00	0			~~~~~~	1	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~										
8.00	Risk Management	\$ 13,500	\$	-	\$ 13,50	O \$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	Guardrail Post (Barrier Cable) (North and East side on																			1	
8.1	Pier Lev el)	\$ 13,500			\$ 13,50	o														1	
		5-YEAR TOTAL COST		2022	2023	\perp	2024		2025	ļ.,	2026)27		2028	_	029		2030		2031
	Sub Total	\$ 1,894,500		465,000		_	333,500		-	\$,	\$	-	\$	114,500	\$	-		,	\$	152,000
	Contingency 10%	\$ 189,000		46,500			33,500		-	\$	16,000	\$	-	\$	11,500	\$	-	\$	27,000	\$	15,500
	Consulting & Engineering Fees	\$ 189,000		46,500			33,500		-	\$	16,000	\$	-	\$	11,500	\$	-	\$	27,000	\$	15,500
	Opinion of Annual Budget (Dollars)	\$ 2,272,500	L	558,000			400,500		-	\$	192,000		-	\$	137,500	.L	-		323,500		183,000
	Opinion of Annual Budget (Adjusted Future V	\$ 2,491,000	\$	558,000	\$ 478,50) \$	424,900	\$	-	\$	216,100	\$	-	\$	164,200	\$	-	\$	409,900	\$	238,800



June 6, 2022

1.NORTH PIER PARKING STRUCTURE



Photo 1.1- Soffit slab deterioration and spall with exposed reinforcement, Village Level (SH3-79)



Photo 1.2- Soffit slab deterioration and spall with exposed reinforcement, Village Level (SH3-87)

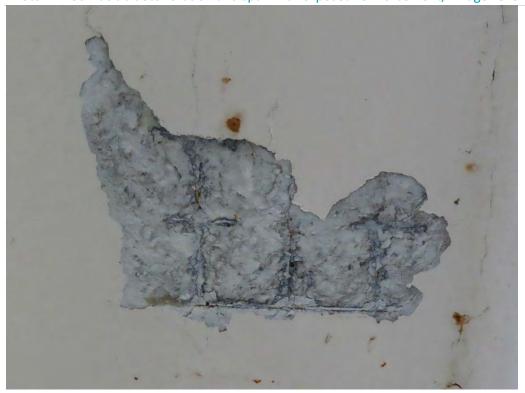




Photo 1.3- Soffit slab deterioration and spall with exposed reinforcement, Village Level (SH3-96)





Photo 1.4- Soffit slab deterioration and spall with exposed reinforcement, Village Level (SH3-98)



Photo 1.5- Concrete floor delamination, Pier Level (SH3-229)





Photo 1.6- Concrete delamination with exposed rebar, Pier Level (SH3-206)



Photo 1.7- Soffit slab deterioration and spall with exposed reinforcement, Pier Level (SH3-312)





Photo 1.8- Soffit slab deterioration and spall, Pier Level (SH3-267)



Photo 1.9- Concrete beam spalls with exposed reinforcement, Pier Level (SH3-31)





Photo 1.10- Concrete beam spall, Pier Level (SH3-201)



Photo 1.11- Concrete beam spall, Pier Level (SH3-197)



Photo 1.12- Concrete curb spall, Pier Level (SH3-35)



Photo 1.13- Concrete curb spall, Pier Level (SH3-189)





Photo 1.14- Corroded barrier post, Pier Level (SH3-192)



Photo 1.15- Compromised traffic coating, Pier Level (SH3-211)





Photo 1.16- Corroded beam ledge, Pier Level (SH3-136)



Photo 1.17- Exposed rebar on wall, Basement Level (SH3-308)





Photo 1.18- Exposed rebar on wall, Basement Level (SH3-308)



Photo 1.19- Concrete beam spall with exposed rebar, Basement level (SH3-303)





Photo 1.20- Concrete beam spall, Basement Level (SH3-271)



Photo 1.21- Concrete wall crack, Basement Level (SH3-256)

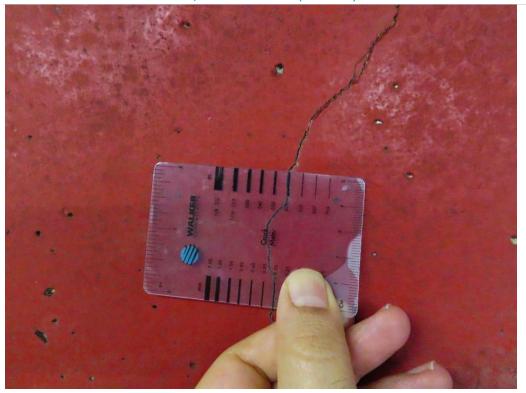




Photo 1.22 - Visual signs of rebar corrosion, Exterior - West elevation (SH2-343)



Photo 1.23- Concrete spandrel beam spall with exposed rebar, Exterior - North elevation (SH2-356)





Photo 1.24- Concrete spandrel beam spall with exposed rebar, Exterior – North-east elevation (SH2-362)



Photo 1.25- Concrete cantilever spandrel beam exposed rebar, Exterior – East elevation (SH2-372)









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CONCRETE TESTING AND ANALYSIS

Walker Consultants conducted material testing on several concrete components of the North Pier Parking Structure in 2012 to check the as-built condition and to use their properties for seismic evaluation. However, testing was only performed at the Pier level. The Basement level in 2012 was occupied by the Redondo Beach Fun Factory, which provided a play area for children and families, and was not accessible for testing. The Fun Factory closed in 2017 and the Basement level is now vacant. This has provided an opportunity to conduct additional testing on the structure to obtain information on the original walls of the building at the Basement level. With the approval of the City of Redondo Beach, Walker conducted the following additional testing on the North Pier Parking Structure.

- 1. Coring of concrete walls to obtain compressive testing
- 2. Exploratory opening of concrete walls to check size and placement of steel reinforcement

Slater Waterproofing Inc. was engaged to obtain concrete cores and to perform destructive opening on January 12 and 13, 2022 under the direction of Walker staff. Concrete cores were sent to Universal Construction Testing (UCT) for laboratory testing to obtain compressive strength. The lab report prepared by UCT is attached in Appendix C. Ground Penetrating Radar (GPR) was also used on concrete surfaces at test locations prior to destructive opening to locate the embedded rebar and to prevent cutting rebar during the coring process.

COMPRESSIVE STRENGTH

As stated previously, the North Pier Parking Structure was built around 1962. Due to the age of the structure, the original plans were not available for our review. However, we have received a set of as-built plans for the 1992 seismic retrofit of the structure prepared by Theodore E. Anvick (Structural Consulting Engineer) which was dated October 1, 1992. While these plans have adequate information on the added retrofit concrete elements, they do not have any information on the original concrete walls of the structure. Therefore, Walker concrete coring was focused on the original walls of the building. Overall, 15 concrete cores were obtained of which 11 cores were taken from the original concrete walls in the Basement. We also obtained 4 cores from the added concrete walls in 1992 to compare with the compressive strength specified in the 1992 structural drawing. Concrete strength is known to increase with time. An increased concrete strength (expected value) will enhance the wall capacity in resisting earthquake loads and can reduce the extent of the retrofit scheme that might be required to add to the structure for complying with the current seismic standard.

Locations of concrete cores are shown in Figures 2.1 and 2.2. The compressive strength of the selected structural members is shown in Table 1. These compressive strengths were used in our Tier 2 seismic evaluation. Typical photos of coring are shown in photos 2.1 through 2.9.

Compressive strength testing was performed in general conformance with ASTM C 39.



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Table 1 – Summary of Compressive Strength Test Results

Core #	Parking Level	Location	Compressive Strength psi	
1	Basement	West Wall	Original Construction - 1962	6440
2	Basement	West Wall	Original Construction - 1962	5590
3	Basement	West Wall	Original Construction - 1962	8530
4	Basement	Kitchen Wall (E-W)	Original Construction - 1962	6730
5	Basement	Kitchen Wall (E-W)	Original Construction - 1962	6600
6	Basement	Kitchen Wall (E-W)	Original Construction - 1962	5400
7	Basement	Kitchen Wall (E-W)	Original Construction - 1962	5090
8	Basement	West Wall	Original Construction - 1962	5960
9	Basement	West Wall	Original Construction - 1962	8630
10	Basement	South Wall	Original Construction - 1962	7330
11	Basement	South Wall	Original Construction - 1962	5440
12	Basement	South Wall	Retrofit Wall - 1992	6210
13	Basement	South Wall	Retrofit Wall - 1992	8620
14	Pier	South Wall	Retrofit Wall - 1992	7010
15	Pier	South Wall	Retrofit Wall - 1992	7880

EXPLORATORY OPENING OF CONCRETE WALLS

We also performed destructive testing to expose the steel reinforcement in the concrete walls for measuring bar sizes and spacings. Overall, we exposed steel reinforcement at 8 locations on the walls of which 5 were on the original concrete walls in the Basement. We also exposed 3 locations on the second floor retrofit waffle walls to check the presence of confinement steel in the wall diagonal members. Locations of destructive openings are shown in Figures 2.1 and 2.2. Steel reinforcement sizes and spacings measured during testing are shown in Table 2 and Figures 2.3 and 2.4. During our investigation of the wall opening, we did not observe any significant sign of rusting and deterioration on the exposed bars. Wall steel reinforcement were generally in good condition. We



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also performed GPR on two of the 1992 retrofit walls at the south end of the parking structure. GPR readings showed that the rebar spacing in these walls generally conform with spacing specified in the 1992 retrofit drawings. Rebar sizes and spacings listed in Table 2 were used in our Tier 2 seismic evaluation. Photos 2.10 - 2.17 show typical reinforcement observed at some of the destructive wall openings.

Table 2 – Summary of Reinforcement Found at Destructive Opening Locations

DT#	Level	Location	Wall Type	Gridlines	Approximate Dimensions of opening	Wall Thickness Measured (in)	Steel Reinforcement Found at Destructive Opening	Notes
1	Basement	West Wal (N-S)I	Original Construction - 1962	X1-3.0	Circular (3" Diam. x 3.5" Depth)	8	Ver: #6 @ 6" O.C. Hor: #5 @ 18" O.C	One Layer rebar was found at the middle of the wall thickness
2	Basement	West Wall (N-S)	Original Construction - 1962	X-10.2	2 Squares of 4" x 4"	8	Ver: #6 @ 6" O.C. Hor: #5 @ 18" O.C.	One Layer rebar was found at the middle of the wall thickness
3	Basement	South Wall (E-W)	Original Construction - 1962	11-X.8	2" x 29"	10	Ver: #6 @ 12" O.C 2" Cover Hor: #4 @ 18.5" O.C 2.75" Cover	Two Layer rebar was found (one at each face)
4	Basement	Kitchen Wall (E-W)	Original Construction - 1962	3-Y.3	2 Squares of 4" x 6" & 4" x 11"	24	Ver. Bar in the Field of Wall: #4 @ 18" O.C 3.125" Cover Ver. Bar at Jamb: #10 @ 6" - 3.5" Cover Hor: #4 @ 12" O.C 2.75" Cover - 2.5" Cover	Vertical Jamb Steel: 9 #10 bars (3 layers of 3 #10)
5	Basement	Kitchen Wall (E-W)	Original Construction - 1962	3-Y.9	1 Square of 5" x 5"	24	Ver: Inconclusive for vertical due to access and interference from pie when using GPR. Hor: #4 @ 12" O.C 2.75" Cover - 2.5" Cover	Use the same reinforcement found in the other kitchen wall
6	Pier	North Wall (E-W)	Retrofit Waffle Wall - 1992	3-Y.2	4" x 17"	12	Found 2 #6 longitudinal bar @ 8" O.C. along diagonal members - Cover 3.5" No confinement bar was found	Bar was coated
7	Pier	North Wall (E-W)	Retrofit Waffle Wall - 1992	3-X.8	6" x 24"	12	Found 2 #6 longitudinal bar @ 8" O.C. along diagonal members - Cover 2.5" No confinement bar was found	Bar was coated
8	Pier	West Wall (N-S)	Retrofit Waffle Wall - 1992	X-4.2	8" x 24"	12	Found 2 #6 longitudinal bar @ 8" O.C. along diagonal members- Cover 2.5" No confinement bar was found	Bar was coated



2. CONCRETE TESTING PHOTOS



Photo 2.1- Detecting wall steel reinforcement using GPR, West Wall, 1962 Construction - Basement (BA2-9)

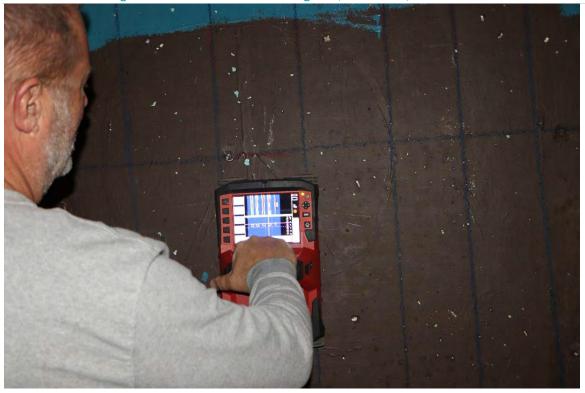
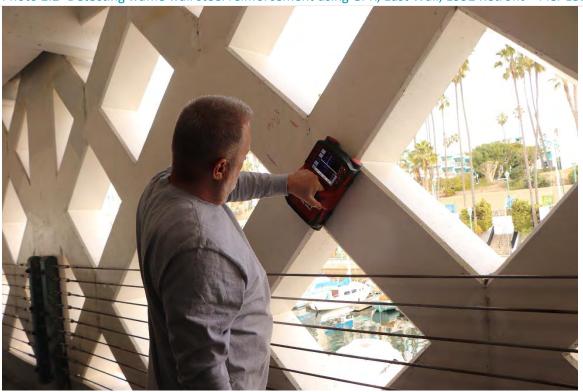


Photo 2.2- Detecting waffle wall steel reinforcement using GPR, East Wall, 1992 Retrofit – Pier Level (BA2-12)





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Photo 2.3- Wall steel reinforcement detected using GPR, only longitudinal bar was found, No confinement bar was present, East Wall, 1992 Retrofit – Pier Level (BA2-197)



Photo 2.4- Wall steel reinforcement detected by GPR, South Wall Gridline 11, 1962 Construction - Basement (BA2-128)

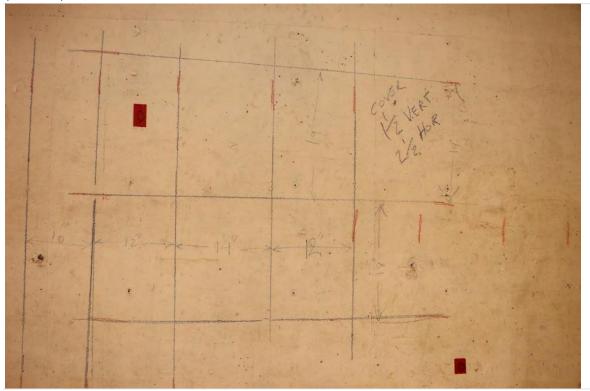




Photo 2.5- Concrete coring, West Wall, 1962 Construction - Basement (BA2-33)



Photo 2.6- Concrete coring, West Wall, 1962 Construction - Basement (BA2-78)





Photo 2.7- Concrete coring, Kitchen wall at gridline 3, 1962 Construction - Basement (BA2-102)



Photo 2.8- Concrete coring, Kitchen wall at gridline 3, 1962 Construction - Basement (BA2-96)





Photo 2.9- Typical concrete core, 3" diameter by 6" length, kitchen wall on gridline 3, 1962 Construction - Basement (BA2-224 and 226)







Photo 2.10—Destructive wall location (DT3), South wall, 1962 Construction - Basement (BA2-404

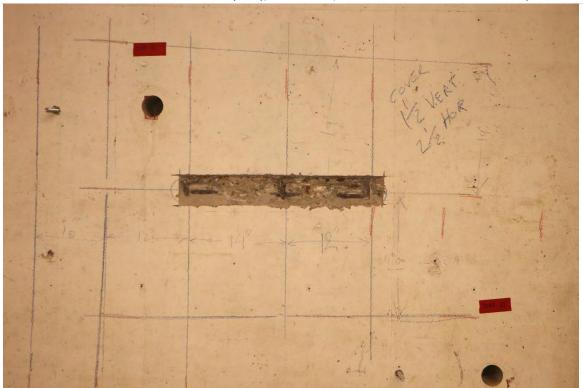


Photo 2.11—Destructive wall location (DT4), Kitchen wall on gridline 3, 1962 Construction - Basement (BA2-568)





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Photo 2.12- Opening of diagonal members on waffle wall, Only # 6 longitudinal bar was found, No confinement bar was present, 1992 Retrofit Wall on Gridline 3— Pier Level (BA2-161)



Photo 2.13- Opening of diagonal members on waffle wall, Only # 6 longitudinal bar was found, No confinement bar was present, 1992 Retrofit Wall on Gridline 3— Pier Level (BA2-178)





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Photo 2.14— Vertical rebar placement at destructive location (DT3), South wall, 1962 Construction - Basement (BA2-409)





Photo 2.15— Horizontal #4 bar found at the wall destructive opening location DT3, South wall, 1962 Construction - Basement (BA2-344)



Photo 2.16— Vertical #10 bar found at wall jamb, destructive opening location DT4, Kitchen wall on gridline 3, 1962 Construction - Basement (BA2-580)





Photo 2.17— Vertical bar concrete cover measurement at wall jamb, destructive opening location DT4, Kitchen wall on gridline 3, 1962 Construction - Basement (BA2-594)





CONCRETE TESTING FIGURES

Figure 2.1 Locations of Concrete Coring and Exploratory Concrete Openings – Basement Level

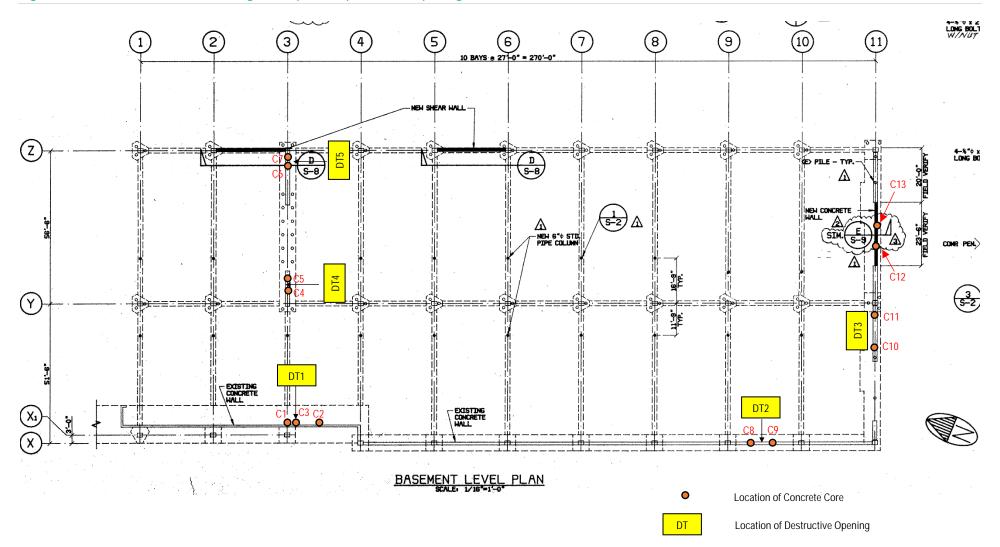


Figure 2.2 Locations of Concrete Coring and Exploratory Concrete Openings – Pier Level (2) (3) 6 8 (9) (10)(11) NEH EDGE BEAM ON EXISTING SLAB EDGE EN EDGE BEAM ON EXISTING SLAB EDGE EDGE OF NEW SLAB - TYP. NEH 5" SLAB-SEE SECT'S D/S-0 A A/S-9 FOR DDA'S A DET'S. - NEH CONCRETE COLLUMN NEH SHEARHALL AWAFFLE WAII (Y) (x_1) (x)DT8 NEW EDGE BEAM AT EDGE OF EXISTING SLAB

PIER LEVEL PLAN **Location of Concrete Core** DT Location of Destructive Opening



Figure 2.3 Steel reinforcement found at wall destructive openings – Basement Level

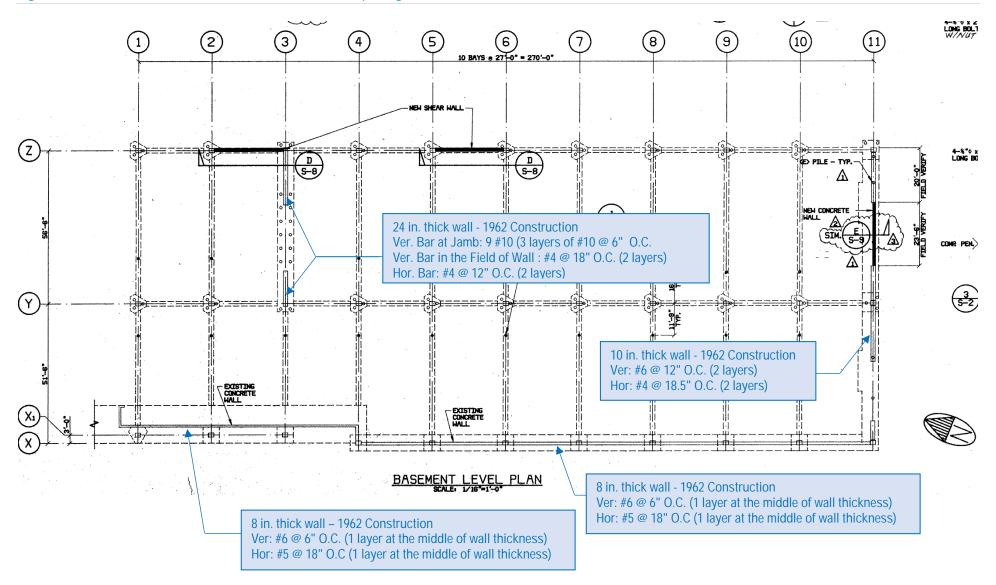
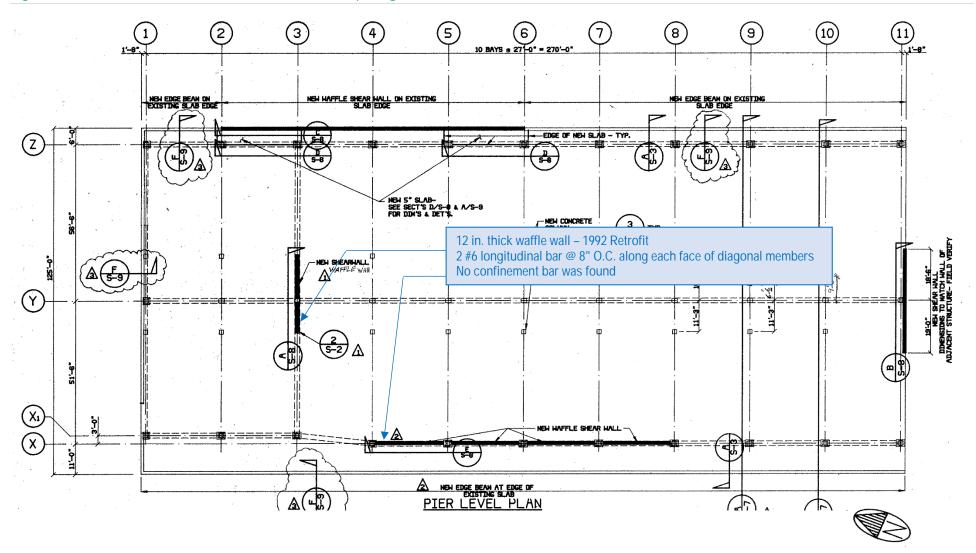


Figure 2.4 Steel reinforcement found at wall destructive openings – Pier Level









7314 N. Milwaukee Avenue Niles, IL 60714 PH: 847-459-9012 www.uctgroup.com

barya@walkerconsultants.com

Mr. Behnam Arya, PhD, PE
Walker Consultants
707 Wilshire Blvd, Suite 3650
Los Angeles, CA 90017
PH: 213.335.5191

Re: Compressive Strength of Concrete Core samples

City of Redondo Beach

North Pier Parking Structure 180 Coral Way, Redondo Beach, CA 90277

Walker Consultants Project No. 37.009397.00

Dear Mr. Arya:

Enclosed please find the results of the compression strength of the fifteen (15) core samples delivered to our laboratories, that were reportedly extracted from the referenced structure and delivered to our laboratories on January 24, 2022.

The **compressive strength** was determined according to the applicable provisions of ASTM C39 "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens".

The concrete cores were identified by others.

The obtained test results are compiled below in Table 1.

We appreciate the opportunity to be of continued service to you. Sincerely yours,

UCT Group LLC

Elena I. Emerson

Operations Manager





7314 N. Milwaukee Avenue Niles, IL 60714 PH: 847-459-9012

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Table 1. Compressive Strength of Concrete Core Samples

(ASTM C 39)

			(ASTIVI				
Core ID	Location	Tested Height L (in)	Diam. D (in)	L/D <u>Ratio</u> K	Total Load (lbs)	Compressive Strength (psi)	Corrected Compressive Strength (psi)
1	Basement, West Wall, Gridlines X1-3.0	5.47	2.75	1.99 1.00	38,260	6,440	6,440
2	Basement, West Wall, Gridlines X1-3.5	4.51	2.75	<u>1.64</u> 1.00	34,230	5,760	5,590
3	Basement, West Wall, Gridlines X1-3.0	3.25	2.75	<u>1.18</u> 0.92	55,060	9,270	8,530
4	Basement, Kitchen Wall (E-W), Gridlines 3-Y.2	3.48	2.75	<u>1.27</u> 0.93	43,020	7,240	6,730
5	Basement, Kitchen Wall (E-W), Gridlines 3-Y.4	5.41	2.75	1.97 1.00	39,230	6,600	6,600
6	Basement, Kitchen Wall (E-W), Gridlines 3-Y.8	5.47	2.75	1.99 1.00	32,060	5,400	5,400
7	Basement, Kitchen Wall (E-W), Gridlines 3-Y.9	5.48	2.75	1.99 1.00	30,260	5,090	5,090
8	Basement, West Wall, Gridlines X2-10.2	5.48	2.75	1.99 1.00	35,410	5,960	5,960
9	Basement, West Wall, Gridlines X2-10.4	5.18	2.75	1.88 1.00	51,290	8,630	8,630
10	Basement, South Wall, Gridlines 11-X.8	5.40	2.75	<u>1.96</u> 1.00	43,540	7,330	7,330
11	Basement, South Wall, Gridlines 11-X.9	5.39	2.75	1.96 1.00	32,320	5,440	5,440
12	Basement, South Wall, Gridlines 11-Y.4	5.48	2.75	1.99 1.00	36,890	6,210	6,210
13	Basement, South Wall, Gridlines 11-Y.5	5.41	2.75	1.97 1.00	51,200	8,620	8,620
14	Pier, South Wall, gridlines 11-Y.8	5.43	2.75	1.97 1.00	41,650	7,010	7,010
15	Pier, South Wall, gridlines 11-Y.9	5.40	2.75	<u>1.96</u> 1.00	46,820	7,880	7,880
Remarks: The cores were tested in air-dry conditions.							

PROJECT NUMBER:	22006		
PROJECT NAME:	City of Redondo Beach – Compressive Strength- Final Report	PAGE 2	
DATE:	02.08.2022		







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PROJECT UNDERSTANDING

The Redondo Beach North Pier Parking Structure was built in 1962 (see Photo 3.1 and 3.2) and is evaluated based on its current structural capacities. The structure is experiencing significant corrosion-based deterioration, exacerbated by its marine location. Walker was contracted in 2011, and our field investigation identified potential deficiencies with the North Pier parking structure. The City again contracted Walker in 2021 to perform Tier 2 Seismic Evaluation of the North Pier Parking Structure to advise the City as to its structural integrity for seismic and gravity loading, and viable repair alternatives. This summary report will provide findings of our most recent field investigation work in 2021-2022.

SCOPE OF SERVICES

As stated previously, the North Pier Parking Structure was built around 1962. Due to the age of the structure, the original plans were not available for our review. However, we have received a set of as-built plans for the 1992 seismic retrofit of the structure prepared by Theodore E. Anvick (Structural Consulting Engineer) which was dated October 1, 1992. While these plans have adequate information on the added retrofit concrete elements, they do not have any information on the original concrete walls of the structure.

Walker completed a Tier 1 building screening procedure and Tier 2 seismic evaluation in 2021-2-22 based on guidelines established in the nationally recognized publication ASCE 41-17 "Seismic Evaluation of Exiting Buildings". Tier 1 building screening of 2011, performed by Walker, of North Parking Structure identified potential deficiencies in: vertical discontinuity of the lateral force resisting system, torsional stability, deterioration of structural members, and undefined foundation capacity. In order to confirm if the structural deficiencies exist relative to acceptable seismic performance of the structure, the ASCE 31-03 and ASCE 41-06 code requirements and performance acceptance criteria were used in 2012 edition of our report. Since 2012 ASCE has further enhanced the performance acceptance criteria for existing buildings in high seismicity areas. For the current study, the latest edition of ASCE 41-17 is used by Walker and like ASCE 31-03 it also requires structural engineers to perform a deficiency-based seismic evaluation study based on a Tier 2 procedure. This process of deficiency-based evaluation of individual structural elements against maximum demand of force or displacement that can be imposed by the system overall and their corresponding performance will likely determine if the parking structure has adequate strength to resist seismic forces at the inelastic level and determine areas where structural strengthening is required to extend the useful service life of the structure.

It is also important to note that there is an overall increase in seismic demand between the two code models of ASCE 41-06 and ASCE 41-17. Changes are associated with the updates made in seismic parameters established by USGS related to new research on seismic ground motions in the continental US and how soils in high seismicity areas can propagate inertial forces with different earthquake intensities and their associated return periods. Existing structures that were checked previously on the basis of ASCE 41-06 and ASCE 31-03 and have borderline satisfied the performance objective levels of ASCE 31-03 will likely not satisfy the performance objective criteria of ASCE 41-17 as the force or displacement demand of ASCE 41-17 are significantly higher from ASCE 41-06. Recommended repairs at the North Pier Parking Structures are based on the performance acceptance criteria of ASCE 41-17.

SUMMARY OF TIER-2 SEISMIC EVALUATION PER ASCE 41-17

Walker Consultants has completed the Tier-2 Seismic Evaluation of North Pier Parking Structure on the basis of ASCE 41-17. We have evaluated the parking structure using field investigations employing both destructive and non-destructive methods. Based on the findings of field investigative work, we have performed a 3-D finite element computer analysis model of the garage and have checked the structural adequacy of existing lateral load resisting elements. We recommend the following:





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SEISMIC REPAIRS REQUIRED

Walker identified the following conditions where seismic repairs should be performed:

- 1. Add (1) new 21ft long concrete shear wall at line 3 near grid line Z at the Pier Level. The addition of new shear wall will eliminate the discontinuity of shear wall that currently exists as there is a 21ft long shear wall at the Basement Level that was built in 1962 and was part of the original design. The addition of new shear wall at line 3 near line Z will also reduce demand on line 3 existing shear wall at grid line Y at the Pier Level, which is currently showing signs of an overstressed condition in both flexure and shear (See Photo 3.4 and 3.9)
- 2. Add (1) new 21ft long concrete shear walls at line 7 near line X and (1) new shear wall at line 7 near line Z at the Pier and Basement level. The addition of two new shear walls at line 7 (at Pier and Basement level) will possibly reduce the shear overstress condition of existing shear walls at line 3 and at line 11 at the Pier and Basement level. Future detailed analysis with the addition of new shear walls will be performed in the next phase when seismic restoration phase of the project will be approved by the City. Optimal location of new shear walls apart from line 3 shear wall will be finalized in the next phase. For cost estimation purposes, addition of new shear walls at line 7 is quite reasonable to determine potential costs associated with addition of new shear walls inside garage.
- 3. Addition of (24) new foundation drilled piers and wall footing at line 7 to support two new shear walls.
- 4. Strengthening of existing waffle shear wall at line 3 and line Y at the Pier Level as the diagonal braces of existing waffle shear wall are deficient in both axial compression and tension. This condition will improve once the new shear walls are going to be added at line 3 and at line 7 (See Photo 3.5).
- 5. Strengthening of existing top chord of the waffle shear wall at line Z.1 at the Village level. Addition of new chord reinforcement is required at the Village level (See Photo 3.14).
- 6. Strengthening of existing double tee stems at waffle shear wall ends at line Z.1 at the Village and Pier level (See Photo 3.15).
- 7. Strengthening of Shear walls ends to meet ASCE 41-17 confinement reinforcement. X (2-3) and (5-6) to meet requirement of ASCE 41-17 code force limit (See Photo 3.16).
- 8. Thickening of existing shear wall is required at line X at the Basement level from line 4 to 11 (See Photo 3.13)
- 9. Thickening of existing shear wall is required at line Z (basement level) from line (2-3) and (5-6) (See Photo 3.16).
- 10. Thickening of existing shear walls is required at line 3 at the Basement level. Add horizontal reinforcement at Basement level shear walls along line 3 (see Photo 3.4) where existing shear walls reinforcement in horizontal direction doesn't meet the ASCE 41-17 and ACI 318-14 minimum wall requirement.
- 11. Add new slab reinforcement at shear walls oriented in the East-West direction at Village and Pier Level at line 3, 7, and 11 (See Photo 3.5, 3.8, and 3.13).
- 12. Add new slab reinforcement at waffle shear walls at line X and Z.1 at Village Level (See Photo 3.6 and 3.7).
- 13. Strengthen CIP column at line 3 and Z at Pier Level (See Photo 3.9).
- 14. Obtain recommendations from a registered Geo-technical engineer to evaluate current soil conditions and associated risk of having soil liquefaction, slope stability failure, and surface fault rupture at the garage site.
- 15. Obtain building spot elevations at corners and at intermediate points along the length of the garage to monitor any potential movement of garage foundations both vertically and horizontally. The City should contract with a licensed professional surveyor to perform this task.

Although the parking structure was functional at the time of our field investigation, over its life it has experienced several moderate earthquakes which may have softened the structure internally. North Pier parking structure is located very close to active seismic fault lines which can produce an earthquake of M6.0 to 7.0 on a Richter scale.





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Over the last fifty years, the City of Redondo Beach has experienced several earthquakes with magnitude 5.0 to 6.0+. Seismic records of Southern California show that those earthquakes have relatively short return period.

Completing the necessary repairs would ensure that the garage would provide "Basic Life Safety Structural Performance" under a moderate seismic event and "Basic Collapse Prevention Structural Performance" under a severe seismic event. At present several structural elements of the parking structure in their current form do not satisfy the performance objectives of both the Life Safety and Collapse Prevention structural performance criteria of ASCE 41-17.

Our opinion of probable seismic restoration repair costs is \$1,820,000.00, including a recommended construction contingency and engineering services. Our opinion is based on estimated repair quantities based on our analysis work and historical records of similar types of work. Cost may vary due to procurement method, local economy, phasing, or other factors. Additional engineering services are required to prepare repair documents that can be used to bid and execute the recommended repairs. Figure 3.1, 3.2, and 3.3 show locations of seismic structural repairs on Basement, Pier, and Village Levels respectively. An additional breakdown of the probable repair costs is presented in Table D1.

TIER 2 SEISMIC EVALUATION FINDINGS

In investigating and performing the Tier-2 Seismic Evaluation in accordance with ASCE 41-17 of the North Pier Parking Structure, we found the following:

The North Pier Parking Structure is adequate to provide "Basic Life Safety Structural Performance" under the application of code specified gravity and ASCE 41-17 BSE-1E level seismic loads and "Basic Collapse Prevention Structural Performance" under the application of code specified gravity and ASCE 41-17 BSE-2E level seismic loads. We have not observed any structural cracking in slabs, beams, columns, and walls due to an over-stress condition caused be excessive amount of gravity and seismic loads resisted by these elements during its service life of past 10 years. There is no visible cracking and spalling of concrete associated with corrosion of rebars. No visible cracking in slabs, beams, columns, or walls was observed that can be associated with foundation settlement or overstress condition of foundation elements. Seismic retrofits of 1992 are performing well and have improved the flow of seismic forces from diaphragm to lateral load resisting elements and subsequently to the garage foundation system. As mentioned above that the seismic loads specified in ASCE 41-17 are significantly higher than the seismic loads specified in ASCE 31-03. Due to the increase in forces that were used in 2012 to verify the adequacy of members, there are several locations where the structural capacity of existing shear walls, waffle shear wall diagonal braces, and chord and drag reinforcement near shear walls are no longer meeting the force demands of ASCE 41-17 and therefore do not satisfy the performance objectives of both the Life Safety and Collapse Prevention structural performance criteria of ASCE 41-17.

Walker Consultants has completed both the Tier 1 and 2 seismic evaluations of North Pier Parking Structure. Tier 1 evaluations were performed first in 2021. Tier 1 building screening process was used as the basis for Tier 2 seismic evaluation that was performed by Walker in 2022.

GARAGE DISCRIPTION

Parking Facility at North Pier – Redondo Beach is composed of two supported level parking structure. The existing parking structure is made up of cast-in-place concrete columns and walls, both cast-in-place and precast beams and cast-in-place topping slab placed over precast double tees at the supported levels. The lateral load resisting system for the existing parking structures consists of concrete shear walls in two orthogonal directions. Concrete shear walls are supporting small to negligible tributary area of the supported precast double tee system and can be classified as Bearing Wall System on a conservative basis in both directions. The current analysis provides comprehensive information on the design adequacy related to the seismic upgrades performed in 1992 plus the





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overall stability, integrity, and redundancy of the structure to withstand garage vertical loads, seismic loads on the basis of ASCE 41-17.

The foundation system for the existing parking structure is composed of spread, strip and drilled pier foundation system. We have no structural information on the size and reinforcement of foundation elements. We have no documentation, if any foundation upgrades were made in the past to address any foundation issues related to distribution of gravity and seismic loads due to the modifications made over the life of the structure. Review of the foundation system is based strictly on the basis of field investigations limited to visual observations. At present, we didn't obtain any new soils investigation report for this project site. Lateral seismic loads at the foundation level will be resisted by passive pressure against the face of the spread, strip and drilled pier caps in conjunction with the allowable lateral frictional resistance at the bottom of spread and strip footings and lateral load resistance capacity of drilled piers. Differential settlement of the structure has already taken place and is not noticeable. No cracking of structural elements is being observed that can be associated with any recent foundation movement.

DESIGN SUPERIMPOSED LOADS

In addition to dead loads, the structure is checked for the following superimposed live loads, with no live load reductions taken in accordance with CBC section 1607:

Light vehicle storage 40 psf

Landscaping None required Heavy vehicles None required Snow Load None required

TIER 2 SEISMIC EVLAUTION REQUIREMENTS

The Tier 2 seismic evaluation uses a three-step approach.

- 1. Induced earthquake forces: Analyze the structure for pseudo lateral forces using Linear Static Procedure (LSP) of ASCE 41-17.
- 2. Verify structural irregularities and perform Dynamic Analysis using Linear Dynamic Procedures (LDP) of ASCE 41-17.
- 3. Generate member forces for each structural element using load combinations of ASCE 41-17.

An evaluation of the effects of a seismic event on the structure is performed. We have computed floor masses for each level to determine mass distribution and inertia properties. Frame member geometry, material and section properties for various member sizes and concrete strengths are obtained from field investigative work to calculate frame stiffness. Once stiffness and mass inertia properties are defined, static and dynamic analysis are performed to determine mode shapes and associated periods to use in the lateral analysis.

Lateral loads are calculated according to ASCE 41-17 and applied at 5% of the structure dimension on either side of the center of mass to include the effects of accidental torsion in the garage. The criteria from the ASCE used to check the adequacy of this structure are explained in the Lateral Section of these calculations.

In a building with special concrete shear wall lateral load resisting system, concrete shear walls resist 100% of the lateral loads in accordance with ASCE 7-16 (i.e., ASCE 41-17 BSE-2N) equivalent lateral force procedure or response spectrum analysis approach. Structures designed in conformance with such provisions and principles are expected to be able to;(1) resist minor earthquakes without damage; (2) resist moderate earthquakes without structural





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damage, but with some nonstructural damage; and (3) resist major or severe earthquakes without major failure of the building or its component members and would perform such that it would offer "Basic Life Safety Structural Performance".

The Tier 2 deficiency-based retrofit requires retrofit of the building such that the deficiencies identified in a Tier 1 screening, or a Tier 2 evaluation are mitigated to achieve compliance with the selected Performance Objective(s). The scope of the Tier 2 deficiency-based retrofit need not expand beyond that necessary to modify the building to comply with a Tier 1 screening or a Tier 2 evaluation.

If the Tier 2 deficiency-based evaluation demonstrates the adequacy of the structure with respect to all of the 'Noncompliant' or 'Unknown' statements in the Tier 1 screening, then the building complies with the ASCE 41-17 standard for the corresponding Performance Objective. If the building is retrofitted in accordance with the deficiency-based retrofit procedure, then the retrofitted building complies with the ASCE 41-17 standard for the corresponding Performance Objectives.

TIER 2 PARTIAL RETROFIT OBJECTIVES

A partial retrofit, which can address a portion or portion of the building without evaluating or rehabilitating the complete lateral force resisting system, shall meet all of the following ASCE 41-17 requirements:

- 1. Does not result in a reduction in the Structural Performance Level or Nonstructural Performance Levels of the existing building for the same Seismic Hazard Level.
- 2. Does not create a new structural irregularity or make an existing structural irregularity more severe.
- 3. Does not result in an increase in the seismic forces to any component that is deficient in capacity to resist such forces, and
- 4. Incorporate structural elements that are connected to the existing structure in compliance with the requirements of ASCE 41-17 standard.

LATERAL LOAD ANALYSIS

Seismic lateral forces are determined for the parking structure, using ASCE 41-17, and acting in conjunction with the garage vertical loads. An evaluation of the effects of the lateral forces on the structure is performed. The analysis computes floor masses for each level to determine mass distribution and inertia properties. Wall member geometry, material and section properties for various member sizes and concrete strengths are used to calculate building stiffness. Once stiffness and mass inertia properties are defined, a static analysis is performed to determine mode shapes and the associated period of vibration to use in the lateral analysis. Lateral loads are calculated according to ASCE 41-17 and applied at 5% of the structure dimension on either side of the center of mass to include the effects of accidental torsion in the garage.

Seismic Evaluation Procedure:

- 1. Select structural system.
- 2. Identify lateral force-resisting system.
- 3. Identify structural irregularities and any framing system limitations.
- 4. Select lateral force procedure (i.e., static, or dynamic).
- 5. Calculate the total design base shear and distribute over height of structure.
- 6. Elastically analyze building, including torsion effects, including P-delta effects, if necessary.
- 7. Check story drift limitations.
- 8. Combine earthquake and factored gravity loads effects. Verify design of lateral force-resisting elements for required strength and verify special detailing.
- 9. Confirm complete load path to resist earthquake forces.





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FINITE ELEMENT COMPUTER MODELING

The following pages contain the computer model used to determine the seismic base shear, distribution of seismic forces over the height of garage, member forces and member deformations. This model uses the entire structural framing system, including lateral load resisting elements and gravity elements to determine structural story drift.

STEY-BY-STEP PROCEDURE FOR TIER 2 SEISMIC EVALUATION

1. LOAD PATH

"When Tier 2 evaluation procedures require evaluation of the continuity of structural elements to be tied together to form a complete load path, continuity shall be evaluated."

Based on available construction documents, seismic restoration of the parking structure was performed in 1992. It is appropriate to assume that seismic deficiencies of the parking structure observed at that time were checked and addressed on the basis of seismic detailing requirements of UBC 1991. Severe cracking in moment frame columns was identified at the base of all CIP columns with tapered section at the Pier Level. This could be associated with seismic forces higher than the design seismic loads used for the design of concrete moment frame columns. Higher seismic forces at Village Level can cause an increase in shear at each moment frame column, which in turn caused an increase in column moments at the base of columns at the Pier Level. Higher shear in columns can also lead to higher inelastic seismic movements which then help in formation of plastic hinges (i.e., cracking) in columns at the point of maximum moment.

All CIP columns at the perimeter with reduced section properties were encased with new concrete cover, with epoxy coated shear and flexural reinforcement to increase the overall design capacity of the columns. Increased shear stiffness of perimeter columns would reduce lateral drift of the parking structure under higher seismic loads. It is possible that the gain in flexural capacity may only take place at the top of column because of proper embedment of new vertical reinforcement.

Waffle shear walls were added in both directions between Village and Pier Levels to increase the lateral force resisting capacity of the parking structure (See Photo 0.5, 0.6, 0.7). Waffle shear wall along line Z.1 between grid lines 2 and 6 is not continuous between Pier and Foundation Level. Local thickening of diaphragm at shear wall ends between grid lines 2 - 3 and 5 - 6 is being provided at Pier Level for transfer of shear wall forces from waffle shear wall to two new concrete shear walls added along line Z between Pier and Foundation Level. Waffle shear wall system behaves very much like a Truss system with diagonal braces resisting lateral shear forces applied by the diaphragm as tension and compression axial forces of its diagonal braces. Since the waffle shear wall along line Z.1 is supported by overhanging precast double tees and when tees experience any vertical load from truss diagonal braces, they deform vertically. The vertical deformation caused by the movement of tees supporting the truss shear wall system then generates tension and compression forces in top and bottom chords of the truss. Waffle shear walls along line Z.1 (2-6) at the Village level and shear walls along line Z (2-3) and (5-6) at the Pier level have a lateral offset distance between them as 6ft, there is out-ofplane discontinuity of vertical lateral force resisting system between the two lines of shear walls that are close to each other and connected laterally by a rigid diaphragm at the Village and Pier Level. This out-of-plane, discontinuity of vertical lateral force resisting element is not preferred, but is allowed by ASCE 7-05, ASCE 7-10, and ASCE 7-16 for even newer buildings that are located within seismic design category D, E and F. For a





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building with out-of-plan discontinuity, ASCE 7-16 requires special detailing of slab collector elements for transferring forces at the required strength level. ASCE 41-17 has no such procedure available for Tier 2 Evaluation for buildings with local discontinuity in load path.

Commentary of section 5.4.2.3 states: "The adequacy of the elements and connections below the vertical discontinuities shall be evaluated as force-controlled elements. The adequacy of struts and diaphragms to transfer load from discontinuous elements to adjacent elements shall be evaluated". At Pier Level, diaphragm was thickened locally to increase its shear design capacity and to transfer forces from waffle shear wall along line Z.1 to two shear walls located below Pier Level along line Z that were also added when garage restoration was performed in 1992. To address additional vertical shear demand at precast double tees, due to the use of ASCE 41-17 higher seismic forces, carbon fiber wrapping is required at precast double tee stems at waffle shear wall end bays.

New concrete wall was added in 1992 at the Basement level along line 11 to increase the overall length of existing shear wall at line 11. New gravity columns were added in 1992 near grid Y – in the long direction of the garage at Pier and Basement Levels. It is not clear why the designer decided to use 18-inch square concrete columns between Village and Pier Level and supported the same columns using 6-inch round steel columns between Pier and Foundation Level. New waffle shear wall along line 3 is being supported at its western end by a 6-inch round steel column below Pier level (See Photo 3.11). This in-plane discontinuity in shear wall causes reduction in shear wall stiffness along line 3 at the Basement Level.

New 2 ½ inch thick overlay was added over the entire double tee system at the Village Level (See Photo 3.3) in 1992. It is our understanding that this modification was made to address higher diaphragm loads based on the requirements of UBC 1991. At Village Level, additional slab drag reinforcement was added near the shear wall along line 11. ASCE 41-17 diaphragm forces are significantly higher than the UBC 1991 diaphragm forces. Chord and drag collector elements shall be evaluated as force-controlled and they both will require retrofit in terms of addition of new chord and diaphragm steel at the Village and Pier Level.

No foundation upgrades were documented in the construction documents of 1992 seismic retrofit. No visible cracking in beams, columns or walls was observed in 2011 and in 2021 that can be associated with foundation settlement or overstress condition of foundation elements.

- a. Shear strength capacity of diaphragm is verified at all supported levels using provisions of ASCE
 41-17 to satisfy that the load path is in compliance and is acceptable.
- b. Steel column supporting discontinuous wall has the design strength to resist the maximum axial force that can develop in accordance with ASCE 41-17. The connections of discontinuous elements to the supporting member shall be adequate to transmit the forces for which the discontinuous element was required to be designed.

2. WEAK AND SOFT STORY

The vertical force distribution provided by ASCE 41-17 section 7.4.1.3.2 is adequate for regular structures with no stiffness discontinuities. Weak and soft story can significantly affect the vertical distribution of seismic forces and, for this reason Response Spectrum Analysis (i.e., Linear Dynamic Procedure – LDP) is performed, which can account for stiffness irregularities over the height of the structure. Response spectrum parameters





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were established using USGS seismic design parameters for the project site. For basic Life Safety structural performance, site specific response spectrum is being generated for an earthquake having 5% Probability of Exceedance in 50 years with a mean return period of 975 years. According to ASCE 41-17, Earthquake Hazard Level associated with this type of earthquake is defined as BSE-2E (i.e., Basic Safety Earthquake Level 2) and is appropriate for building where "Basic Collapse Prevention Structural Performance" is required.

3. GEOMETRY

"An analysis in accordance with the Linear Dynamic Procedure of ASCE 41-17 section 5.2.4 shall be performed. The adequacy of the lateral force resisting elements shall be evaluated."

Linear Dynamic Analysis is performed to verify capacity of all lateral load resisting elements.

4. VERTICAL DISCONTINUTIES

"The adequacy of elements below vertical discontinuities shall be evaluated to support gravity forces and overturning forces generated by the capacity of the discontinuous elements above. The adequacy of struts and diaphragms to transfer load from discontinuous elements to adjacent elements shall be evaluated."

Steel columns supporting discontinuous shear wall at line 3 at the Basement Level is verified and its connections need to be verified for factored axial tension and compression loads. There is no visible sign of connection movement at the top and bottom. There is no visible cracking in the slab near and around the steel column that is associated with any grade beam movement underneath the steel column because of past earthquake activities in the area since 1992. Since the grade beams are soil supported and have already experienced several earthquakes of moderate intensity, it is appropriate to assume that the grade beams underneath the steel columns can transfer vertical loads to the nearest drilled pier without going into any major distress. A case of a beam on elastic foundation is how Walker has analyzed the performance of the grade beam at line 3. Grade beams that are away from drilled piers are not taking any substantial axial, flexural and shear loads.

Adequacy of precast double tees is verified between grid line Z and Z.1 at the Village and Pier Level. At both locations precast double tees are overstressed in transferring vertical shear load to PT beam along line Z at both levels.

5. MASS

No change is mass is anticipated at Village and Pier Level except a small section of top chord of waffle shear wall along line Z.1 needs to be increased to add additional drag or chord reinforcement at the truss at the Village Level. A small section of CIP topping slab needs to be placed at the Village Level to provide additional diaphragm reinforcement near the shear wall at line Z.1

6. TORSION

Small change in torsional shear is anticipated due to the proposed addition of new shear walls at the Pier and Basement Level to help reduce shear overstress condition at existing shear walls along line 3, X, and Z.

7. DETERIORATION OF CONCRETE





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No significant deterioration of concrete was observed at gravity and lateral load resisting elements.

8. POST-TENSION OR PRE-STRESS ANCHORS

No corrosion of anchors/end fittings or spalling of concrete is observed near gravity and lateral load resisting elements at the Village, Pier and Basement level.

9. CONCRETE WALL CRACKS

No significant diagonal cracking in concrete shear walls is observed at Pier and Village level.

10. SHEAR STRESS CHECK

Using ASCE 41-17 section 5.5.3.1.1, we found shear walls as overstressed in shear at the Basement Level at line X (4-11), at line Z (2-3) and (5-6), and shear walls along line 3. We have assumed compressive strength of shear walls to be equal to 5000psi to 7000 psi based on Compressive Strength field test values obtained in 2022. To compensate for this condition, (1) new shear wall is recommended for line 3 at the Pier Level only and (2) new shear walls are to be added at both the Pier and Basement Level at line 7.

11. WALL THICKNESS AND PROPORTIONS

Using ASCE 41-17 section 5.5.3.1.1 and 5.5.3.1.2, we found shear walls thickness to be increased at the Basement Level at line X (4 – 11), at line Z (2-3) and (5-6), and shear walls along line 3. We also found that the shear wall thickness at line 11 at the Pier Level should also be increased to resist ASCE 41-17 force demand.

12. REINFORCING STEEL

At the Pier level, shear wall reinforcement ratios for both wall vertical and horizontal reinforcement are greater than the required ratios but shear wall at line 11 is overstressed in shear and requires additional horizontal reinforcement. At the Basement level, shear wall reinforcement ratio for wall vertical reinforcement is in the range of 0.0018 and are acceptable. However, reinforcement ratio for wall horizontal reinforcement at shear walls along line X, Z and line 3 are low. Wall shear stresses are also above the allowable shear stress values at those grid lines. To compensate for this condition, additional new shear walls are recommended for line 3 at the Pier Level and (2) new shear walls at line 7 at both Pier and Basement Level.

13. COUPLING BEAMS AT SHEAR WALLS

At Pier Level, diagonal braces of waffle shear wall along line 3 near line Y and along line X are performing similar to how coupling beams work for segmented shear walls. Those diagonal braces are showing overstressed condition for axial tension and compression. To compensate for this condition, additional new shear walls are recommended for line 3 at the Pier Level near line Z and at line 7 at both Pier and Basement Level. Strengthening of waffle shear wall diagonal braces is also recommended.

14. CONFINEMENT REINFORCEMENT

Infill shear walls along line Z.1 at the Basement Level are confined by existing CIP columns. Majority of shear walls at the Pier and Basement Level are without any special closely spaced confinement reinforcement. However, there are no signs of any cracking at the existing shear walls. Carbon fiber wrapping would be considered for providing confinement to shear wall ends to satisfy this requirement.



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15. TRANSFER OF SHEAR WALLS OR WALL CONNECTIONS

Diaphragm is connected to shear walls at all supported levels. Amount of shear transfer reinforcement provided is appeared to be on the low side at all shear walls. Amount of shear transfer reinforcement is not adequate based on the forces obtained from the Linear Dynamic Procedure. Drag and collector reinforcement at the East-West direction shear walls is not known and may possibly be on the low side of design requirements.

16. FOUNDATION DOWELS

There is no information available on Foundation dowels and further testing is required in future to determine this design item. Shear walls are connected to grade beams at all locations. Destructive testing in 2022 at several shear wall locations have established that existing shear walls have adequate wall vertical reinforcement. There are two shear walls along line 3 at the Basement Level where shear walls have flexural overstress condition. To compensate for this condition, additional new shear walls are recommended for line 3 at the Pier Level and at line 7 at both Pier and Basement Level.

17. DEFLECTION COMPATIBILITY

Based on 3-D computer analysis and verification of member forces, shear capacity of columns is adequate to resist factored flexural, axial and shear loads. There is only one CIP column at grid line 3 and line Z which is showing signs of shear overstress as it is in the direction of drag forces building towards shear wall at grid line 3 and line Y. To compensate for this condition, additional new shear wall is recommended for line 3 at the Pier Level and at line 7 at both Pier and Basement Level.

18. UPLIFT AT PILE CAPS

We didn't observe any major problem with the gravity system, diaphragms, and slab-on-grade that suggests that current state of pile foundation system is any risk to the Basic Life Safety of the structure. However, our current analysis shows significant amount of lateral shear resisted by 12" round piles at line 3 and at line 11. Without knowing the amount of reinforcement in those concrete piles it is difficult to establish their demand capacity ratios in terms of flexure and shear loads. To compensate for this condition, additional new concrete piles are recommended for line 7 for new concrete shear walls that are recommended at the Basement Level.

19. LIQUEFACTION

We would recommend that the City hire a registered geo-technical engineer to evaluate current soil conditions near the garage site and to determine risk of having soil liquefaction at the garage site.

20. SLOPE FAILURE AND SURFACE RUPTURE

We would recommend that the city hire a registered geo-technical engineer to evaluate current soil conditions near the garage site and to determine risk of having soil/rock slope failure and surface fault rupture at the garage site.

21. FOUNDATION PERFORMANCE



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We would recommend that the City shall consider hiring a registered surveyor to establish garage benchmark elevations to monitor any possible building movement due to any seismic event or due to any soil's related issue.

22. OVERTURNING

At Basement Level, shear wall along line 3 near line Z is showing overstressed condition in flexure. Remainder of shear walls at Village and Pier Level are adequate in flexure or overturning. To compensate for this condition, additional new shear walls are recommended for line 3 at the Pier Level and at line 7 at both Pier and Basement Level.

23. TIES BETWEEN FOUNDATION ELEMENTS

We didn't observe any distress at foundation walls or slabs at upper levels that suggests that there is any movement of soil at the foundation level that suggests that current state of pile foundation system is any risk to the Basic Life Safety of the structure. However, our current analysis shows significant amount of lateral shear resisted by 12" round piles at line 3 and at line 11. Without knowing the amount of reinforcement in those concrete piles it is difficult to establish their demand capacity ratios in terms of flexure and shear loads. To compensate for this condition, additional new concrete piles are recommended for line 7 for new concrete shear walls that are recommended at the Basement Level.

Table D1 - Opinion of Probable Costs for Conceptual Repair

	Work Item Description	Estimated Cost
1.00	General Conditions	
1.10	Mobilization & General Conditions	\$25,000
2.00	Seismic Structural Repairs	
2.01	Install (24) new drilled piers	\$100,000
2.02	Install (5) new concrete shear walls at Pier and Basement Level	\$500,000
2.03	Addition of carbon fiber wrapping at Line 3 and X at waffle shear wall at Pier Level	\$30,000
2.04	Addition of shear wall drag reinforcement at Village Level at line Z.1	\$25,000
2.05	Addition of carbon fiber wrap at precast double tee stems (Village & Pier Level) near line Z	\$30,000
2.06	Addition of carbon fiber wrap at CIP Shear walls ends for confinement at line 11 at the Pier Level, at Line Z at CIP columns at lines 2, 3, 5, and 6 at Pier Level	\$25,000
2.07	Thickening of CIP shear wall at line Z (2-3) at Basement Level	\$25,000
2.08	Thickening of CIP shear wall at line Z (5-6) at Basement Level	\$25,000
2.09	Thickening of CIP shear walls at line 3 at Basement Level	\$35,000
2.10	Thickening of CIP shear wall at line X (4-11) at Basement Level	\$170,000
2.11	Thickening of CIP shear wall at line 11 (at grid Y) at Pier Level	\$35,000
2.12	Addition of slab reinforcement at Shear walls (East-West direction) at Village and Pier Level (i.e., chord/drag reinforcement, and shear transfer reinforcement)	\$200,000
2.13	Addition of slab reinforcement at Shear walls (North-South direction) at Village and Pier Level (i.e., chord/drag reinforcement, and shear transfer reinforcement)	\$200,000
2.14	Strengthen CIP column at Grid line 3 and Z at Pier Level	\$25,000

Repair Subtotal	\$1,450,000
Recommended Contingency (10%)	\$145,000
Engineering Services	\$160,000
Geotechnical Recommendations on Soil	
condition at the project site	\$50,000
Building Survey Elevations	\$15000
Project Total	\$1,820,000

APPENDIX B – TIER 1 SCREENING CHECKLIST

Table 1. Tier 1 Screening – Collapse Prevention Basic Configuration Checklist (Reproduced herein ASCE 41-17, Table 17-2)

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismici			
Building Syst		* 2 * 2	
CNC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
CNC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NCN/AU	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building Syst	em—Building Configuration		
CNC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
CNC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
CNCN/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force- resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
CNC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
CNC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
CNCN/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7







Moderate Seis Geologic Site	smicity (Complete the Following Items in Addition to the Items for Low Seism Hazards	icity)	
C NC N/AU	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
C NCN/AU	SLOPE FAILURE: The building site is located away from potential earthquake- induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
C NC N/AU	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismici	ty (Complete the Following Items in Addition to the Items for Moderate Seism	nicity)	
Foundation C	onfiguration	12.50	
CNC N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force- resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
CNC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.



Table 2. Tier 1 Screening—Collapse Prevention Structural Checklist for Building Types C2 and C2a (Reproduced herein ASCE 41-17, Table 17-24)

Status	Evaluation Statement	Tier 2 Reference	Commentar Reference
	erate Seismicity		
	e-Resisting System	100361	64 C + 25
CNC N/A U	COMPLETE FRAMES: Steel or concrete frames classified as secondary components form a complete vertical-load-carrying system.	5.5.2.5.1	A.3.1.6.1
C)NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the concrete shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in. ² (0.69 MPa) or $2\sqrt{f_c^2}$.	5.5.3.1.1	A.3.2.2.1
CNC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction.	5.5.3.1.3	A.3.2.2.2
Connections			
C NCN/AU	WALL ANCHORAGE AT FLEXIBLE DIAPHRAGMS: Exterior concrete or masonry walls that are dependent on flexible diaphragms for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
ONC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
CNC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation with vertical bars equal in size and spacing to the vertical wall reinforcing directly above the foundation.	5.7.3.4	A.5.3.5
High Spiemici	ity (Complete the Following Items in Addition to the Items for Low and Mode	rata Salemicit	W
	e-Resisting System	ate delamicit	,,
ONC N/A U	DEFLECTION COMPATIBILITY: Secondary components have the shear capacity to develop the flexural strength of the components.	5.5.2.5.2	A.3.1.6.2
C NCN/AU	FLAT SLABS: Flat slabs or plates not part of the seismic-force-resisting system have continuous bottom steel through the column joints.	5.5.2.5.3	A.3.1.6.3
C NONAU	COUPLING BEAMS: The ends of both walls to which the coupling beam is attached are supported at each end to resist vertical loads caused by overturning.	5.5.3.2.1	A.3.2.2.3
Diaphragms (Stiff or Flexible)		
ONC N/A U	DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints.	5.6.1.1	A.4.1.1
CNC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
Flexible Diaph	ragms		
NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NO N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NCN/AU	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NCN/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NO N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/AU	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps.	5.7.3.5	A.5.3.8

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.





WC PROJECT No. 37-009397.00 June 6, 2022

PROJECT PHOTOS

WC PROJECT No. 37-009397.00

June 6, 2022

Photo 3.1- Construction of North Pier Parking Structure in 1962



Photo 3.2- Construction of North Pier Parking Structure - 1962





Photo 3.3- 2 ½-inch-thick overlay of CIP topping slab – Village Level



Photo 3.4- 24-inch-thick shear wall at line 3 and Y at Basement Level





Photo 3.5- 12-inch-thick waffle shear wall at line 3 and Y at Pier Level



Photo 3.6- 12-inch-thick waffle shear wall along line X at Pier Level





Photo 3.7- 12-inch-thick waffle shear wall at line Z.1 at Pier Level



Photo 3.8- 10-inch-thick shear wall at line 11 and Y at the Pier Level

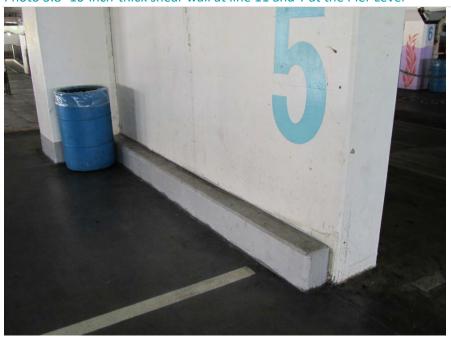




Photo 3.9- CIP columns at line 3 and Z at the Pier Level



Photo 3.10—CIP Columns at Line X.7 and Y.3 at the Pier Level





Photo 3.11—6-inch round steel columns at line X.7 and Y.3 at the Basement Level



Photo 3.12- 8-inch-thick CIP Retaining Wall at line X and X.1 at Basement Level





Photo 3.13- Shear wall along line 11 at Basement Level



Photo 3.14- Truss chords at waffle shear wall at line Z.1 at the Village and Pier Level





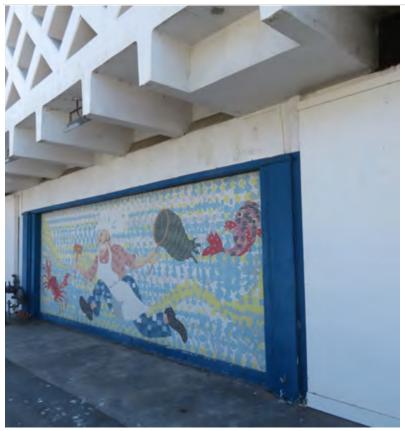
WC PROJECT No. 37-009397.00

June 6, 2022

Photo 3.15- Precast double tee stems at waffle shear wall ends at line Z.1 at the Village and Pier Level



Photo 3.16- CIP Columns at shear wall ends at line Z at the Pier and Basement Level



WC PROJECT No. 37-009397.00

July 06,2022

PARKING STRUCTURE AREAS WITH PROPOSED SEISIMIC RESTORATION
PER ASCE 41-17 RECOMMENDATIO

PARKING CONDITION ASSESMENT-UPDATE





WC PROJECT No. 37-009397.00 June 6, 2022

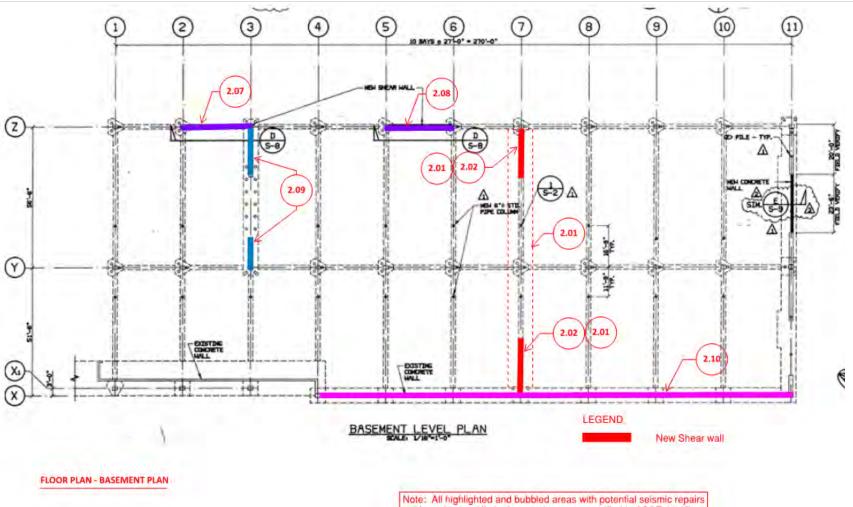
Work Item Legend

Item No.	Work Item Description
1.00	General Conditions
1.10	Mobilization & General Conditions
2.00	Seismic Structural Repairs
2.01	Install (24) new drilled piers
2.02	Install (5) new concrete shear walls at Pier and Basement Level
2.03	Addition of carbon fiber wrapping at Line 3 and X at waffle shear wall at Pier Level
2.04	Addition of shear wall drag reinforcement at Village Level at line Z.1
2.05	Addition of carbon fiber wrap at precast double tee stems (Village & Pier Level) near line Z
2.06	Addition of carbon fiber wrap at CIP Shear walls ends for confinement at line 11 at the Pier Level, at Line Z at CIP columns at lines 2, 3, 5, and 6 at Pier Level
2.07	Thickening of CIP shear wall at line Z (2-3) at Basement Level
2.08	Thickening of CIP shear wall at line Z (5-6) at Basement Level
2.09	Thickening of CIP shear walls at line 3 at Basement Level
2.10	Thickening of CIP shear wall at line X (4-11) at Basement Level
2.11	Thickening of CIP shear wall at line 11 (at grid Y) at Pier Level
2.12	Addition of slab reinforcement at Shear walls (East-West direction) at Village and Pier Level (i.e., chord/drag reinforcement, and shear transfer reinforcement)
2.13	Addition of slab reinforcement at Shear walls (North-South direction) at Village and Pier Level (i.e., chord/drag reinforcement, and shear transfer reinforcement)
2.14	Strengthen CIP column at Grid line 3 and Z at Pier Level



June 6, 2022 WC PROJECT No. 37-009397.00

Figure 3.1-Sesimic Structural Work Item Locations—Basement Level



Note: All highlighted and bubbled areas with potential seismic repairs are based on and limited to requirements specified in ASCE 41-17



Figure 3.2-Sesimic Structural Work Item Locations—Pier Level

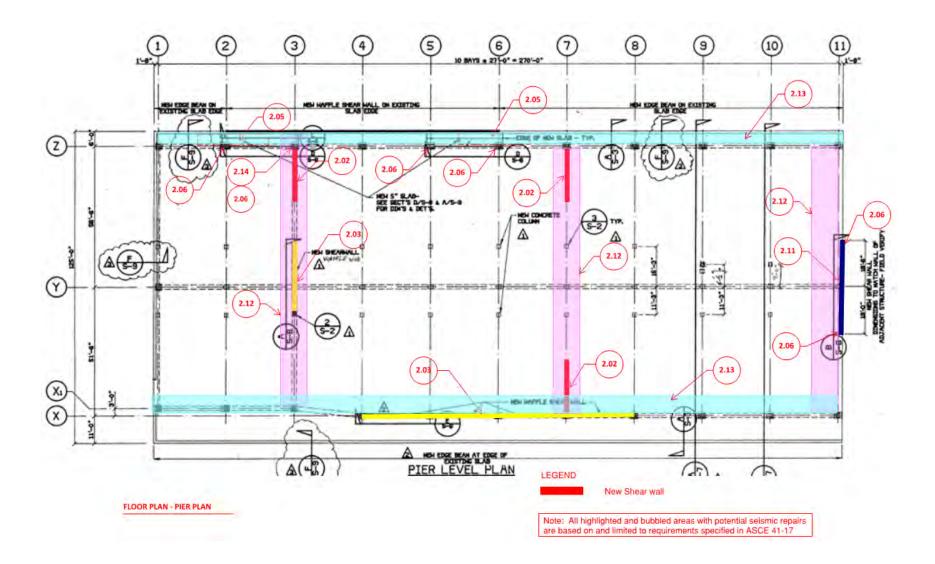
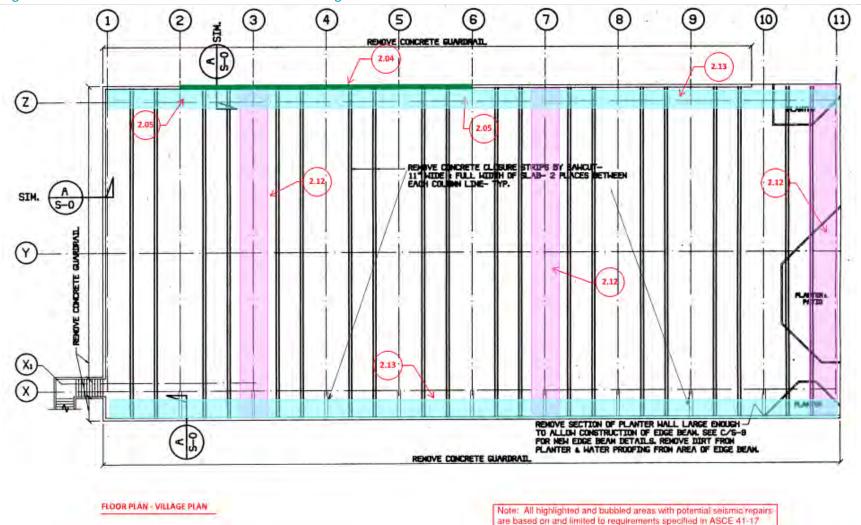


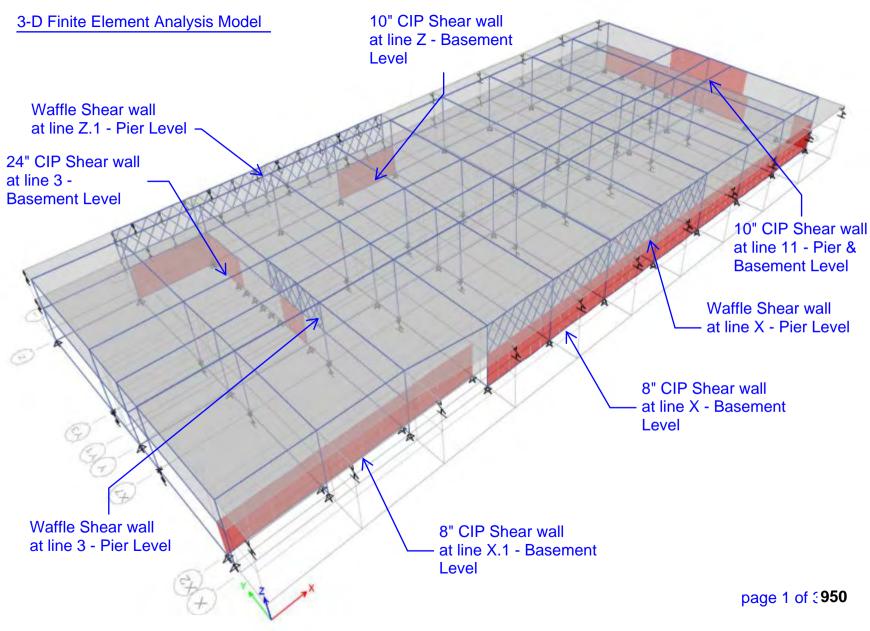


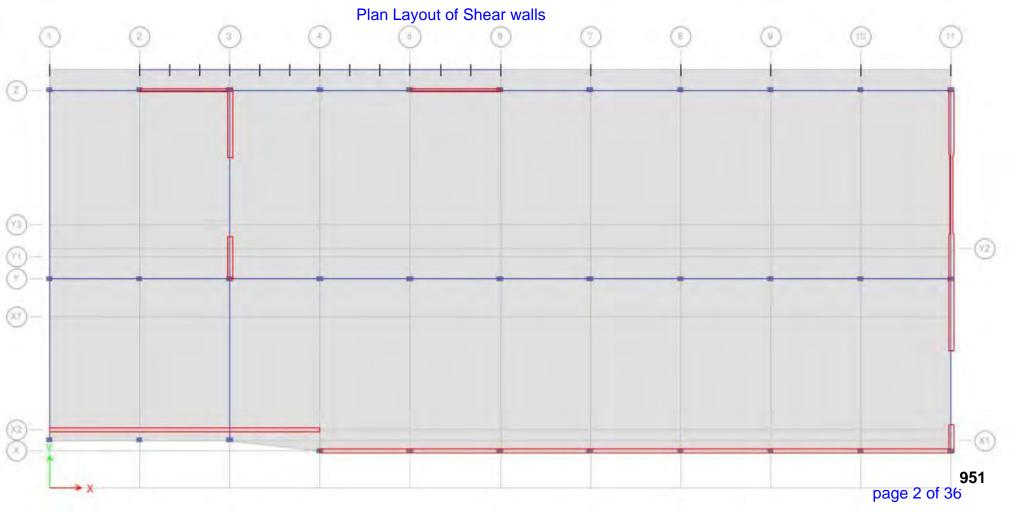
Figure 3.3-Sesimic Structural Work Item Locations—Village Level

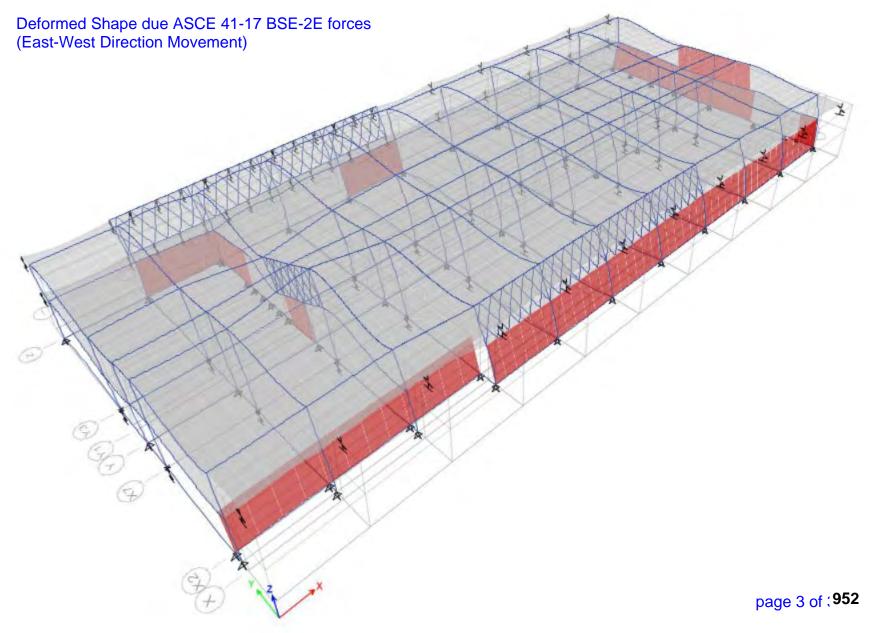


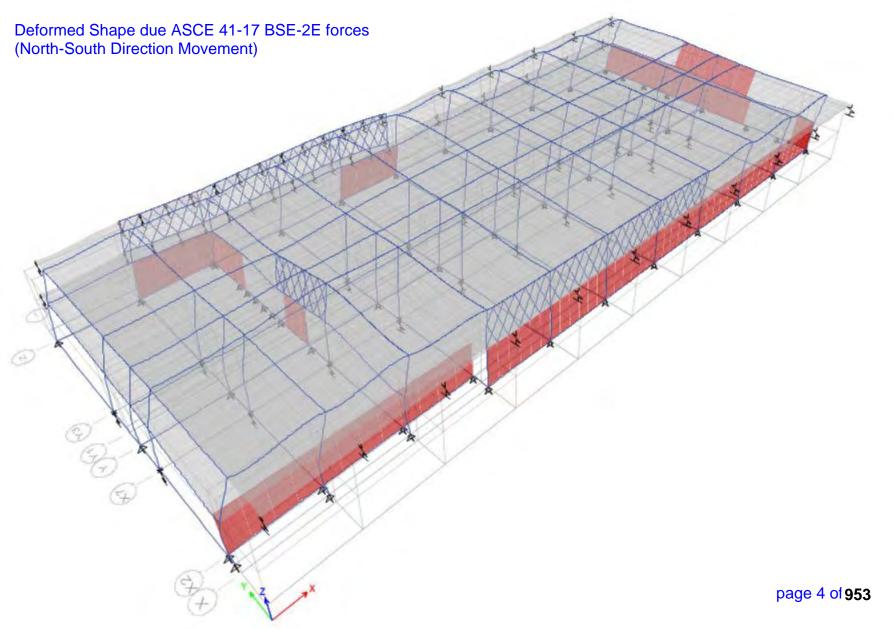
28 | MATERIAL TESTING













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CLIENT City of Redondo Beach SECTION ASCE 41-17

PROJECT North Pier SHEET 1 OF 2

JOB No 37-009397.00 DRAWING NO

CALCULATION BY Sohban S. Khan DATE 02-10-2022

CHECKED BY Sohban S. Khan DATE

APPROVED BY Units Kips-inches

OBJECT Seismic parameters per ASCE 41-17

Given Data:

Determine DCR for each action item like, axial, moment and shear applied on a primary component. If component DCR exceeds the lesser of 3.0 and the m-factor for the component action and structure has any irregularity then Linear Static Procedure for analysis is not applicable.

Assume, $DCR_{max} := 3.0$ using initial values of C1, C2, Cm equal 1.0

No. of stories, $N_s := 2$

Concrete or Masonry shear wall building, $C_m := 1.0$ See Table 7-4

Site Class, D Site class factor, a:=60 for Site Class D, E, and F

Fundamental period of the building, $T_{1x} := 0.2$ $T_{1y} := 0.29$

Ratio of required elastic strength to the yield strength,

$$\mu_{strength} := \max \left(\frac{DCR_{max}}{1.5} \cdot C_m, 1.0 \right)$$
 from Appendix C7.4.1.3 - Eq: C7-3

 $\mu_{\text{strength}} = 2$

$$C_{1x} := 1 + \frac{\mu_{strength} - 1}{a \cdot T_{1x}^{2}} \qquad C_{1x} = 1.417 \qquad C_{1y} := 1 + \frac{\mu_{strength} - 1}{a \cdot T_{1y}^{2}} \qquad C_{1y} = 1.198$$

$$C_{2x} := 1 + \frac{1}{800} \cdot \left(\frac{\mu_{strength} - 1}{T_{1x}}\right)^{2} \qquad C_{2x} = 1.031 \quad C_{2y} := 1 + \frac{1}{800} \cdot \left(\frac{\mu_{strength} - 1}{T_{1y}}\right)^{2} \quad C_{2y} = 1.015$$

$$C_{1x} \cdot C_{2x} = 1.461$$
 $C_{1y} \cdot C_{2y} = 1.216$

2/10/2022



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For Concrete Shear walls, m-factors are defined in Chapter 10 for different wall conditions

 $m_{max} := 4$ (Assume but will verify later)

Per Table 7-3 Maximum value of $C_1C_2 = 1.4$ for $m_{max} = 4$

2/10/2022 2

Selection of BPOE

BSE-2E
$$S_{xs} = 1.413$$

BSE-1E
$$S_{xs} = 0.81$$

If ratio of Collapse Prevention m-factor to Life Safety m-factor is less than 1.744, Collapse Prevention in the BSE-2E will be more severe performance objective.

Shear walls controlled by Shear w/ axial load

$$m_{LS} = 2$$

$$m_{CP} = 3$$

$$mCP/mLS = 1.5$$

Non-conforming Shear walls in flexure, low axial & shear

$$m_{LS} = 2.5$$

$$m_{CP} = 4$$

$$mCP/mLS = 1.6$$

Collapse Prevention @ BSE-2E will govern the Evaluation

Project Title: North Pier Parking Structure Project Engineer: Sohban S. Khan, P.E.

Engineer of Record:

Date: 2/11/2022

Historical Seismic Force Comparison

Seismic Dead Weight = 9661 kips (prior to 1991 repairs)
Seismic Dead Weight = 10728 kips (after 1991 repairs)

UBC/ASCE 7 seismic code forces

Year	Acc. %W	V_{e}		% diff
1961	0.1333	1287.81	Service Level	1.0
1991	0.1833	1966.44	Service Level	1.53
2005	0.269	2885.83	Factored Level	1.13
2010	0.218	2338.70	Factored Level	0.81
2016	0.253	2714 18	Factored Level	1 16

ASCE 31/41 Pseudo Lateral forces (BSE-2E) - Tier 2

X-Direction Psuedo Lateral Forces

Year	Acc. %W	V_{xe}		% diff
2012	1.547	16596.22	ASCE 31-03	1.0
2013	1.743	18698.90	ASCE 41-13	1.13
2017	2.059	22088.95	ASCE 41-17	1.18

ASCE 31/41 Pseudo Lateral forces (BSE-2E) - Tier 2

Y-Direction Psuedo Lateral Forces

Year	Acc. %W	V_{xe}		% diff
2012	1.308	14032.22	ASCE 31-03	1.0
2013	1.474	15813.07	ASCE 41-13	1.13
2017	1.741	18677.45	ASCE 41-17	1.18

ASCE 31/41 Pseudo Lateral forces (BSE-1E) - Tier 2

X-Direction Psuedo Lateral Forces

Year	Acc. %W	V_{xe}		% diff
2012	0.887	9515.74	ASCE 31-03	1.0
2013	1.096	11757.89	ASCE 41-13	1.24
2017	1.18	12659.04	ASCE 41-17	1.08

ASCE 31/41 Pseudo Lateral forces (BSE-1E) - Tier 2

Y-Direction Psuedo Lateral Forces

Year	Acc. %W	V_{xe}		% diff
2012	0.75	8046.00	ASCE 31-03	1.0
2013	0.9266	9940.56	ASCE 41-13	1.24
2017	0 9979	10705 47	ASCF 41-17	1 08



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CLIENT City of Redondo Beach SECTION ASCE 31-03

PROJECT North Pier SHEET 1 OF 6

JOB No 37-009397.00 DRAWING NO

CALCULATION BY Sohban S. Khan DATE 12-15-2021

CHECKED BY Sohban S. Khan DATE

APPROVED BY Units Kips-inches

OBJECT ASCE 31-03 Seismic Force Distribution for Tier 1 Analysis

Given Data:

Project zip code = 90277 Latitude = 33.839 North, Longitude = -118.389 West

Ref: Table 1613.5.2

Site Class, D Stiff soil

N = 15 to 509, su= 1000 to 2000 psf, vs = 600 to 1200 ft/sec

Seismci Hazard Level = BSE-2N - (i.e., seismic hazard with a 2% probability of exceedence in 50 years)

Mapped spectral accelerations for short periods $S_S := 1.466 \cdot g$ per SEAOC Maps

Mapped spectral accelerations for a 1-sec. period $S_1 := 0.624 \cdot g$ per SEAOC Maps

Site coefficient Fa as function of Ss and Site Class, $F_a := 1.0$ per Table 2-3

Site coefficient Fv as function of S1 and Site Class, $F_{V} := 1.5$ per Table 2-3

Design Spectral Response Acceleration Parameters:

$$S_{XS} := Fa \cdot Ss$$
 $S_{XS} = 1.466 \cdot g$ Ref: Eq (2-1) These are the spectral design values for BSE-2N

$$S_{x1} := Fv \cdot S_1$$
 $S_{x1} = 0.936 \cdot g$ Ref. Eq (2-2)

Seismic Use Group, II "Parking Structure falls under Risk Category II"

$$T_{S} := \frac{S_{X1}}{S_{XS}}$$
 $T_{S} = 0.638$

$$T_0 := 0.2 \cdot T_s$$
 $T_0 = 0.128$

$$\beta := 0.05$$
 $B_1 := \frac{4}{(5.6 - \ln(100 \cdot \beta))}$ $B_1 = 1.002$

$$T_{L} := 8$$



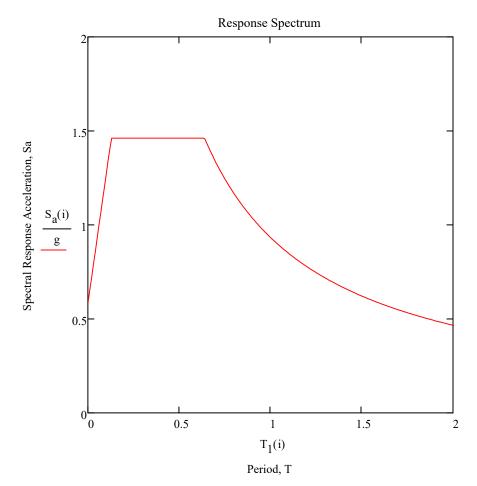
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$$i := 0, 0.01..T_L$$
 $T_1(i) := i$

Response Spectrum

$$\begin{split} \mathbf{S}_{a}(\mathbf{i}) &:= \left| \begin{array}{l} \mathbf{S}_{xs} \cdot \left[\left(\frac{5}{B_{1}} - 2 \right) \cdot \frac{T_{1}(\mathbf{i})}{T_{s}} + 0.4 \right] & \text{if } T_{1}(\mathbf{i}) \leq T_{0} \\ \\ \frac{\mathbf{S}_{xs}}{B_{1}} & \text{if } T_{0} < T_{1}(\mathbf{i}) < T_{s} \\ \\ \frac{\mathbf{S}_{x1}}{\left(\mathbf{B}_{1} \cdot T_{1}(\mathbf{i}) \right)} & \text{if } T_{s} < T_{1}(\mathbf{i}) < T_{L} \\ \\ \frac{T_{L} \cdot \mathbf{S}_{x1}}{\left(\mathbf{B}_{1} \cdot T_{1}(\mathbf{i})^{2} \right)} & \text{if } T_{1}(\mathbf{i}) > T_{L} \\ \end{split}$$





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$$S_{DS_{-}1N} := 0.67 \cdot S_{xs}$$
 $S_{DS_{-}1N} = 0.982 \cdot g$

These are the spectral design values for BSE-1N

$$S_{D1_1N} := 0.67 \cdot S_{x1} - S_{D1_1N} = 0.627 \cdot g$$

$$S_{DS_2E} := 0.7437 \cdot S_{xs}$$
 $S_{DS_2E} = 1.09 \cdot g$ These are the spectral design values for BSE-2E

$$S_{D1\ 2E} := 0.758 \cdot S_{x1} \quad S_{D1\ 2E} = 0.709 \cdot g$$

$$\begin{split} &S_{DS_1E} := 0.4263 \cdot S_{xs} \ S_{DS_1E} = 0.625 \cdot g \\ &S_{D1-1E} := 0.385 \cdot S_{x1} \ S_{D1-1E} = 0.36 \cdot g \end{split}$$

Building Structure is assigned level of Seismicity as 'High'

Number of supported levels

$$N := 2$$

Seismic shear is distributed to 2 levels above Ground Level

Building story heights

Total Height of the building

$$hn := \sum_{i=1}^{N} h^{\langle i-1 \rangle} \quad |hn| = 24$$
 Heights from E.T.F to Mid-Ridge Height

Building fundamental Time Period in two orthogonal directions

$$C_t := 0.02$$
 $x := 0.75$

$$x := 0.75$$

$$Ta := C_{t} \cdot (|hn|)^{x} \qquad Ta = 0.217$$

$$T'a := 0.1N$$
 $T'a = 0.200$

$$C_u := 1.4$$

$$Tx_{calc} := 0.13$$
 $Ty_{calc} := 0.29$

$$T_{\text{max}} := C_{\text{u}} \cdot Ta$$
 $T_{\text{max}} = 0.304$

$$T_{max} = 0.304$$

Area of typical floor in square foot

Af := 33750

Structural dead load at 2nd level in pounds per square foot

$$w1 := 145$$

A1 := 31968

Structural dead load at typical supported level in pounds per square foot

$$w \, typ := 145$$

Structural dead load at roof level in pounds per square foot

$$wr := 205$$
 $Ar := 33750$

Seismic dead load in kips

$$W := \frac{[w1 \cdot A1 + w_typ \cdot (N-2) \cdot Af + wr \cdot Ar]}{1000}$$

$$W = 11554.11$$

Calculation for Design Base Shear in X and Y direction (using ASCE 31-03) - Tier 1

$$S_{a_tier1} := min \left(\frac{S_{xs}}{g}, \frac{S_{x1}}{Ta \cdot g} \right)$$
 $S_{a_tier1} = 1.466$

$$S_{a_tier1} = 1.466$$

$$C \cdot S_{a \text{ tier } 1} = 1.759$$

12/15/2021



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$$V := C \cdot S_{a \text{ tier } 1} \cdot W$$

V = 20325,99 kips - Pseudo Seismic Force For Linear Static Procedure at BSE-2N level

 $V_{2E} := 0.7437 \cdot V$ $V_{2E} = 15116.44$ kips - Pseudo Seismic Force For Linear Static Procedure at BSE-2E level

 $v_{1E} \coloneqq 0.4263 \cdot v \qquad \qquad v_{1E} = 8664.97 \qquad \text{kips - Pseudo Seismic Force For Linear Static Procedure at BSE-1E level}$

Vertical Distribution of Seismic Lateral Forces

$$i := 1...N$$

$$w'(i) := \begin{bmatrix} w1 \cdot \frac{A1}{1000} & \text{if } i = 1 \\ w_typ \cdot \frac{Af}{1000} & \text{otherwise} \end{bmatrix} h(i) := \begin{bmatrix} \left| h^{\langle i-1 \rangle} \right| & \text{if } i = 1 \\ \left| h^{\langle i-1 \rangle} \right| & \text{otherwise} \end{bmatrix}$$

$$w(i) := \begin{bmatrix} wr \cdot \frac{Ar}{1000} & \text{if } i = N \\ w'(i) & \text{otherwise} \end{bmatrix} \qquad \qquad h'(i) := \sum_{j=1}^{i} h(j)$$

$$i := N...N - 1$$

$$\begin{aligned} k_{x} &:= & \begin{bmatrix} 1 & \text{if } Tx_{calc} \leq 0.5 \\ 1 + 0.5 \cdot \left(Tx_{calc} - 0.5 \right) & \text{otherwise} \end{bmatrix} & k_{x} = 1 \\ k_{y} &:= & \begin{bmatrix} 1 & \text{if } Ty_{calc} \leq 0.5 \\ 1 + 0.5 \cdot \left(Ty_{calc} - 0.5 \right) & \text{otherwise} \end{bmatrix} & k_{y} = 1 \end{aligned}$$

$$C_{\text{VX}}(i) \coloneqq \left\lceil \frac{w(i) \cdot h'(i)}{\sum_{i = 1}^{N} \binom{w(i) \cdot h'(i)}{k_X}} \right\rceil \qquad C_{\text{VY}}(i) \coloneqq \left\lceil \frac{w(i) \cdot h'(i)}{\sum_{i = 1}^{N} \binom{w(i) \cdot h'(i)}{k_Y}} \right\rceil$$

$$\begin{aligned} & \text{Fx(i)} \coloneqq \text{C}_{\text{VX}}(\text{i}) \cdot \text{V}_{1\text{E}} & \text{Sx(x)} \coloneqq \sum_{\text{i} = \text{x}}^{\text{N}} \text{Fx(i)} & \begin{array}{c} \text{i} = & \text{C}_{\text{VX}}(\text{i}) = & \text{C}_{\text{Vy}}(\text{i}) = & \text{h'(i)} = \\ \hline 0.734 & 0.734 & 0.734 & 0.734 \\ \hline 0.266 & 0.266 & 0.266 & 13 \\ \end{aligned}$$

$$\begin{aligned} & \text{Fy(i)} \coloneqq \text{C}_{\text{Vy}}(\text{i}) \cdot \text{V}_{1\text{E}} & \text{Sy(x)} \coloneqq \sum_{\text{i} = \text{x}}^{\text{N}} \text{Fy(i)} \end{aligned}$$



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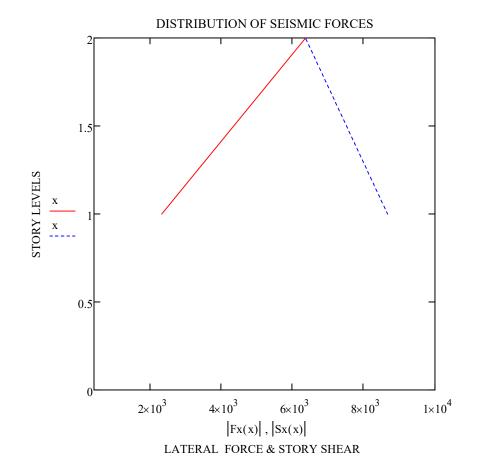
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$$\sum_{i=1}^{N} C_{vx}(i) = 1 \qquad \sum_{i=1}^{N} C_{vy}(i) = 1$$

Design story forces (Pier and Village level)

<u>Story</u> <u>Weight</u>	Lateral Story Forces		Cumm. Story shears	
w(i) =	Fx(i) =	Fy(i) =	Sx(i) =	Sy(i) =
6918.8	6357.74	6357.74	6357.74	6357.74
4635.4	2307.23	2307.23	8664.97	8664.97

<u>x</u>:= 1.. N





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Diaphragm Seismic Forces

$$i := 1..N$$

$$Fpx(x) := \frac{\sum_{i=x}^{N} Fx(i) \cdot w(x)}{\sum_{i=x}^{N} w(i)}$$

$$Fpy(x) := \frac{\sum_{i=x}^{N} Fy(i) \cdot w(x)}{\sum_{i=x}^{N} w(i)}$$

Design diaphragm seismic forces (Pier and Village level)

$$i := N...N - 1$$

$$\frac{\text{Fpx(i)}}{\text{Fx(i)}} = \frac{\text{Fx(i)}}{\text{w(i)}} = \frac{1}{1.507}$$
 $\frac{1}{0.919}$
 $\frac{1.507}{0.498}$

$$Fy(i) =$$
 $\frac{Fpx(i)}{Fy(i)} =$ $\frac{6357.74}{2307.23}$ $\frac{1}{1.507}$

$$\frac{Fy(i)}{w(i)} = \\ \hline 0.919 \\ \hline 0.498$$

1

12/15/2021 6



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CLIENT City of Redondo Beach SECTION ASCE 41-17

PROJECT North Pier SHEET 1 OF 6

JOB No 37-009397.00 DRAWING NO

CALCULATION BY Sohban S. Khan DATE 12-15-2021

CHECKED BY Sohban S. Khan DATE

APPROVED BY Units Kips-inches

OBJECT ASCE 41-17 Seismic Force Distribution for Tier 1 Analysis

Given Data:

Project zip code = 90277 Latitude = 33.839 North, Longitude = -118.389 West

Ref: Table 1613.5.2

Site Class, D Stiff soil

N = 15 to 509, su= 1000 to 2000 psf, vs = 600 to 1200 ft/sec

Seismci Hazard Level = BSE-2N - (i.e., seismic hazard with a 2% probability of exceedence in 50 years)

Mapped spectral accelerations for short periods $S_S := 1.9 \cdot g$ per SEAOC Maps

Mapped spectral accelerations for a 1-sec. period $S_1 := 0.686 \cdot g$ per SEAOC Maps

Site coefficient Fa as function of Ss and Site Class, $F_a := 1.0$ per Table 2-3

Site coefficient Fv as function of S1 and Site Class, $F_V := 1.7$ per Table 2-3

Design Spectral Response Acceleration Parameters:

$$S_{XS} := Fa \cdot Ss$$
 $S_{XS} = 1.9 \cdot g$ Ref: Eq (2-1) These are the spectral design values for BSE-2N

$$S_{x1} := F_{v} \cdot S_1$$
 $S_{x1} = 1.166 \cdot g$ Ref. Eq (2-2)

Seismic Use Group, II "Parking Structure falls under Risk Category II"

$$T_{S} := \frac{S_{X1}}{S_{XS}}$$
 $T_{S} = 0.614$

$$T_0 := 0.2 \cdot T_s$$
 $T_0 = 0.123$

$$\beta := 0.05$$
 $B_1 := \frac{4}{(5.6 - \ln(100 \cdot \beta))}$ $B_1 = 1.002$

$$T_{\mathbf{L}} := 8$$



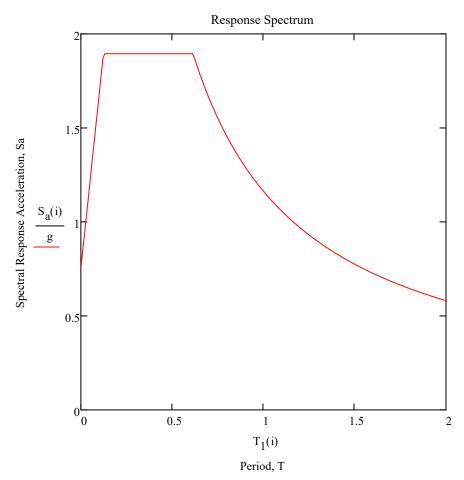
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Fax (281) 280-0373

 $i := 0, 0.01..T_L$ $T_1(i) := i$

Response Spectrum

$$\begin{split} \mathbf{S_{a}}(\mathbf{i}) &:= \left| \begin{array}{l} \mathbf{S_{xs}} \cdot \left[\left(\frac{5}{B_{1}} - 2 \right) \cdot \frac{T_{1}(\mathbf{i})}{T_{s}} + 0.4 \right] & \text{if } T_{1}(\mathbf{i}) \leq T_{0} \\ \\ \frac{\mathbf{S_{xs}}}{B_{1}} & \text{if } T_{0} < T_{1}(\mathbf{i}) < T_{s} \\ \\ \frac{\mathbf{S_{x1}}}{\left(\mathbf{B_{1}} \cdot T_{1}(\mathbf{i}) \right)} & \text{if } T_{s} < T_{1}(\mathbf{i}) < T_{L} \\ \\ \frac{T_{L} \cdot \mathbf{S_{x1}}}{\left(\mathbf{B_{1}} \cdot T_{1}(\mathbf{i})^{2} \right)} & \text{if } T_{1}(\mathbf{i}) > T_{L} \\ \end{split}$$





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$$\begin{split} &S_{DS_1N} \coloneqq 0.67 \cdot S_{xs} &S_{DS_1N} = 1.273 \cdot g \\ &S_{D1-1N} \coloneqq 0.67 \cdot S_{x1} &S_{D1-1N} = 0.781 \cdot g \end{split}$$
 These are the spectral design values for BSE-1N

 $S_{DS_2E} := 0.7437 \cdot S_{xs}$ $S_{DS_2E} = 1.413 \cdot g$ These are the spectral design values for BSE-2E

 S_{D1} $_{2E}$:= 0.758· S_{x1} S_{D1} $_{2E}$ = 0.884·g

$$\begin{split} &S_{DS_1E} \coloneqq 0.4263 \cdot S_{xs} \quad S_{DS_1E} = 0.81 \cdot g \\ &S_{D1-1E} \coloneqq 0.385 \cdot S_{x1} \quad S_{D1-1E} = 0.449 \cdot g \end{split}$$
 These are the spectral design values for BSE-1E

Building Structure is assigned level of Seismicity as 'High'

Number of supported levels

Nine 2

Seismic shear is distributed to 2 levels above Ground Level

Total Height of the building $hn := \sum_{i=1}^{N} h^{\langle i-1 \rangle} \quad |hn| = 24$ Heights from E.T.F to Mid-Ridge Height

Building fundamental Time Period in two orthogonal directions

 $C_t := 0.02$ x := 0.75 $Ta := C_t \cdot (\left|hn\right|)^x$ Ta = 0.217

T'a := 0.1N T'a = 0.200

 $C_u := 1.4$ $Tx_{calc} := 0.13$ $Ty_{calc} := 0.29$

 $T_{\text{max}} := C_{\mathbf{u}} \cdot Ta$ $T_{\text{max}} = 0.304$

Area of typical floor in square foot Af := 33750

Structural dead load at 2nd level in pounds per square foot w1 := 145 A1 := 31968

Structural dead load at typical supported level in pounds per square foot w_typ := 145

Structural dead load at roof level in pounds per square foot wr := 205 Ar := 33750

Seismic dead load in kips $W := \frac{[w1 \cdot A1 + w_typ \cdot (N-2) \cdot Af + wr \cdot Ar]}{1000}$ W = 11554.11

Calculation for Design Base Shear in X and Y direction (using ASCE 41-17) - Tier 1

 $S_{a_tier1} := min \left(\frac{S_{xs}}{g}, \frac{S_{x1}}{Ta \cdot g} \right)$ $S_{a_tier1} = 1.9$ $C \cdot S_{a_tier1} = 2.28$



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$$V := C \cdot S_{a \text{ tier } 1} \cdot W$$

V = 26343.37 kips - Pseudo Seismic Force For Linear Static Procedure at BSE-2N level

 $V_{2E} \coloneqq 0.7437 \cdot V \hspace{1cm} V_{2E} = 19591.56 \hspace{1cm} \text{kips - Pseudo Seismic Force For Linear Static} \\ \hspace{1cm} \text{Procedure at BSE-2E level}$

 $V_{1E} \coloneqq 0.4263 \cdot V \hspace{1cm} V_{1E} = 11230.18 \hspace{1cm} \text{kips - Pseudo Seismic Force For Linear Static} \\ \hspace{1cm} \text{Procedure at BSE-1E level}$

Vertical Distribution of Seismic Lateral Forces

$$i := 1..N$$

$$w'(i) := \begin{bmatrix} w1 \cdot \frac{A1}{1000} & \text{if } i = 1 \\ w_{typ} \cdot \frac{Af}{1000} & \text{otherwise} \end{bmatrix} h(i) := \begin{bmatrix} \left| h^{\langle i-1 \rangle} \right| & \text{if } i = 1 \\ \left| h^{\langle i-1 \rangle} \right| & \text{otherwise} \end{bmatrix}$$

$$w(i) := \begin{bmatrix} wr \cdot \frac{Ar}{1000} & \text{if } i = N \\ w'(i) & \text{otherwise} \end{bmatrix} \qquad \qquad h'(i) := \sum_{j=1}^{i} h(j)$$

$$i := N...N - 1$$

$$\begin{aligned} k_{x} &\coloneqq \begin{bmatrix} 1 & \text{if } Tx_{calc} \leq 0.5 \\ 1 + 0.5 \cdot \left(Tx_{calc} - 0.5 \right) & \text{otherwise} \end{bmatrix} & k_{x} = 1 \\ k_{y} &\coloneqq \begin{bmatrix} 1 & \text{if } Ty_{calc} \leq 0.5 \\ 1 + 0.5 \cdot \left(Ty_{calc} - 0.5 \right) & \text{otherwise} \end{bmatrix} & k_{y} = 1 \end{aligned}$$

$$C_{\text{VX}}(i) \coloneqq \left\lceil \frac{w(i) \cdot h'(i)}{\sum_{i = 1}^{N} \binom{w(i) \cdot h'(i)}{k_X}} \right\rceil \qquad C_{\text{VY}}(i) \coloneqq \left\lceil \frac{w(i) \cdot h'(i)}{\sum_{i = 1}^{N} \binom{w(i) \cdot h'(i)}{k_Y}} \right\rceil$$

$$\begin{aligned} & \text{Fx}(i) \coloneqq \text{C}_{\text{VX}}(i) \cdot \text{V}_{1\text{E}} & \text{Sx}(x) \coloneqq \sum_{i = x}^{N} \text{Fx}(i) & \begin{array}{c} i = & \text{C}_{\text{VX}}(i) = & \text{C}_{\text{Vy}}(i) = & \text{h'}(i) = \\ \hline 2 & 0.734 & 0.734 & 0.734 \\ \hline 1 & 0.266 & 0.266 & 0.266 \\ \hline \end{aligned}$$



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$$\sum_{i=1}^{N} C_{vx}(i) = 1 \qquad \sum_{i=1}^{N} C_{vy}(i) = 1$$

Design story forces (Pier and Village level)

<u>Story Lateral Story Forces</u> <u>Cumm. Story shears</u> <u>Weight</u>

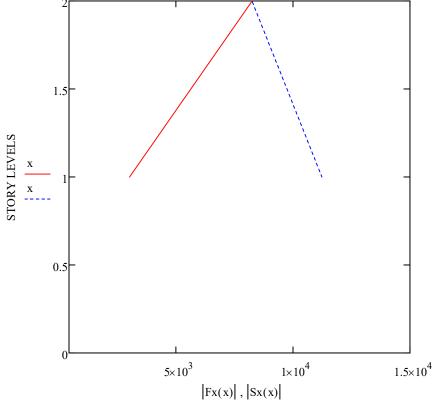
w(i) = 6918.8 4635.4

|Fx(i)| = | 8239.91 | 2990.27 |Fy(i)| = 8239.91 2990.27

 |Sy(i)| = | 8239.91 | 11230.18

$$x = 1..N$$

DISTRIBUTION OF SEISMIC FORCES



LATERAL FORCE & STORY SHEAR

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Diaphragm Seismic Forces

$$i := 1..N$$

$$Fpx(x) := \frac{\sum_{i=x}^{N} Fx(i) \cdot w(x)}{\sum_{i=x}^{N} w(i)}$$

$$Fpy(x) := \frac{\displaystyle\sum_{i \,=\, x}^{N} \, Fy(i) \!\cdot\! w(x)}{\displaystyle\sum_{i \,=\, x}^{N} \, w(i)}$$

Design diaphragm seismic forces (Pier and Village level)

$$i := N...N - 1$$

$$x(i) = Fx(i) =$$
 8239.91
 4505.4
 $Fx(i) =$
 8239.91
 2990.27

$$\frac{Fpx(i)}{Fx(i)} = \frac{1}{1.507}$$

$$\frac{Fx(i)}{w(i)} = \frac{1.191}{0.645}$$

$$\begin{array}{ccc} i = & & w(i) = \\ \hline & 2 & & 6918.75 \\ \hline & 1 & & 4635.36 \\ \end{array}$$

$$\frac{Fpx(i)}{Fy(i)} = \frac{1}{1.507}$$

$$\frac{Fy(i)}{w(i)} = \frac{1.191}{0.645}$$

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CLIENT City of Redondo Beach SECTION ASCE 41-17

PROJECT North Pier SHEET 1 OF 7

JOB No 37-009397.00 DRAWING NO

CALCULATION BY Sohban S. Khan DATE 02-10-2022

CHECKED BY Sohban S. Khan DATE

APPROVED BY Units Kips-inches

OBJECT ASCE 41-17 Seismic Force Distribution for Tier 2 Analysis

Given Data:

Project zip code = 90278 Latitude = 33.839 North, Longitude = -118.389 West

Ref: Table 1613.5.2

Site Class, D Stiff soil

N = 15 to 509, su= 1000 to 2000 psf, vs = 600 to 1200 ft/sec

Seismci Hazard Level = BSE-2N - (i.e., seismic hazard with a 2% probability of exceedence in 50 years)

Mapped spectral accelerations for short periods $S_S := 1.9 \cdot g$ per SEAOC Maps

Mapped spectral accelerations for a 1-sec. period $S_1 := 0.688 \cdot g$ per SEAOC Maps

Site coefficient Fa as function of Ss and Site Class, $F_a := 1.0$ per Table 2-3

Site coefficient Fv as function of S1 and Site Class, $F_V := 1.7$ per Table 2-3

Design Spectral Response Acceleration Parameters:

$$S_{XS} := Fa \cdot Ss$$
 $S_{XS} = 1.9 \cdot g$ Ref: Eq (2-1) These are the spectral design values for RSE-2N

$$S_{x1} := Fv \cdot S_1$$
 $S_{x1} = 1.17 \cdot g$ Ref: Eq (2-2)

Seismic Use Group, II "Parking Structure falls under Risk Category II"

$$T_{S} := \frac{S_{X1}}{S_{XS}}$$
 $T_{S} = 0.616$

$$T_0 := 0.2 \cdot T_s$$
 $T_0 = 0.123$

$$\beta := 0.05$$
 $B_1 := \frac{4}{(5.6 - \ln(100 \cdot \beta))}$ $B_1 = 1.002$

$$T_L := 8$$

2/10/2022

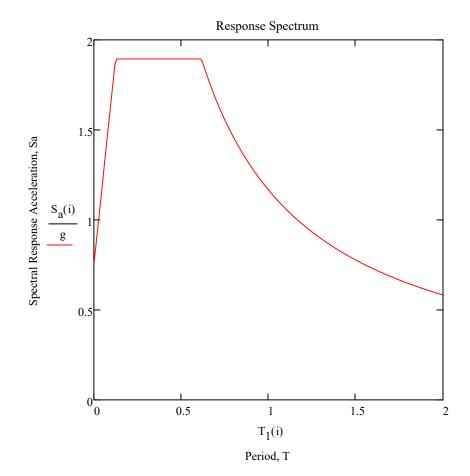


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$$i := 0, 0.01..T_L$$
 $T_1(i) := i$

Response Spectrum

$$\begin{split} \mathbf{S}_{a}(\mathbf{i}) &:= \left| \begin{array}{l} \mathbf{S}_{xs} \cdot \left[\left(\frac{5}{B_{1}} - 2 \right) \cdot \frac{T_{1}(\mathbf{i})}{T_{s}} + 0.4 \right] & \text{if } T_{1}(\mathbf{i}) \leq T_{0} \\ \\ \frac{\mathbf{S}_{xs}}{B_{1}} & \text{if } T_{0} < T_{1}(\mathbf{i}) < T_{s} \\ \\ \frac{\mathbf{S}_{x1}}{\left(\mathbf{B}_{1} \cdot T_{1}(\mathbf{i}) \right)} & \text{if } T_{s} < T_{1}(\mathbf{i}) < T_{L} \\ \\ \frac{T_{L} \cdot \mathbf{S}_{x1}}{\left(\mathbf{B}_{1} \cdot T_{1}(\mathbf{i})^{2} \right)} & \text{if } T_{1}(\mathbf{i}) > T_{L} \\ \end{split}$$



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$$\begin{split} &S_{DS_1N} := 0.67 \cdot S_{xs} &S_{DS_1N} = 1.273 \cdot g \\ &S_{D1_1N} := 0.67 \cdot S_{x1} &S_{D1_1N} = 0.784 \cdot g \end{split}$$
 These are the spectral design values for BSE-1N

$$\begin{split} &s_{DS_2E} \coloneqq 0.7437 \cdot s_{xs} \ \ s_{DS_2E} = 1.413 \cdot g \\ &s_{D1_2E} \coloneqq 0.758 \cdot s_{x1} \ \ \ s_{D1_2E} = 0.887 \cdot g \end{split}$$
 These are the spectral design values for BSE-2E

$$\begin{split} &S_{DS_1E} \coloneqq 0.4263 \cdot S_{xs} \quad S_{DS_1E} = 0.81 \cdot g \\ &S_{D1-1E} \coloneqq 0.385 \cdot S_{x1} \quad S_{D1-1E} = 0.45 \cdot g \end{split}$$
 These are the spectral design values for BSE-1E

Building Structure is assigned level of Seismicity as 'High'

Total Height of the building
$$hn := \sum_{i=1}^{N} h^{\langle i-1 \rangle} \quad |hn| = 24$$
 Heights from E.T.F to Mid-Ridge Height

Building fundamental Time Period in two orthogonal directions

$$\begin{aligned} C_t &\coloneqq 0.02 & x \coloneqq 0.75 & Ta \coloneqq C_t \cdot \left(\left|hn\right|\right)^x & Ta = 0.217 \\ T'a &\coloneqq 0.1N & T'a = 0.200 \\ C_u &\coloneqq 1.4 & Tx_{calc} \coloneqq 0.13 & Ty_{calc} \coloneqq 0.29 \end{aligned}$$

$$T_{max} := C_u \cdot Ta$$
 $T_{max} = 0.304$

Area of typical floor in square foot Af := 33750

Structural dead load at 2nd level in pounds per square foot
$$w1 := 147$$
 $A1 := 31968$

Structural dead load at roof level in pounds per square foot
$$wr := 179$$
 $Ar := 33750$

Calculation for Design Base Shear in X and Y direction (using ASCE 41-17)

X-Direction Seismic Lateral Forces

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$$C_{1x} := 1.417 \quad C_{2x} := 1.031 \quad C_{1x} \cdot C_{2x} = 1.461 \qquad C_m := 1.0 \qquad \qquad S_{ax} := \frac{S_{xs}}{B_1 \cdot g} \qquad \qquad S_a = 1.896$$

$$C_m \cdot C_{1x} \cdot C_{2x} \cdot S_a = 2.769$$

$$V_x := C_m \cdot C_{1x} \cdot C_{2x} \cdot S_a \cdot W$$

 $V_{\rm x} = 29742.85~{
m kips}$ - Pseudo Seismic Force For Linear Static Procedure at BSE-2N level

$$V_{x_2E} := 0.7437 \cdot V_x$$
 $V_{x_2E} = 22119.76$ kips - Pseudo Seismic Force For Linear Static Procedure at BSE-2E level

$$V_{x_1E} \coloneqq 0.4263 \cdot V_x$$
 $V_{x_1E} = 12679.38$ kips - Pseudo Seismic Force For Linear Static Procedure at BSE-1E level

Y-Direction Seismic Lateral Forces

$$C_{1y} := 1.198 \quad C_{2y} := 1.015 \quad C_{1y} \cdot C_{2y} = 1.216 \qquad \qquad C_{m} \cdot C_{1y} \cdot C_{2y} \cdot S_a = 2.305$$

$$V_y := C_m \cdot C_{1y} \cdot C_{2y} \cdot S_a \cdot W$$

 $\rm V_{_{
m V}}$ = 24755.8 kips - Pseudo Seismic Force For Linear Static Procedure at BSE-2N

$$v_{y_2E} \coloneqq 0.7437 \cdot v_y \qquad v_{y_2E} = 18410.89 \quad \text{kips - Pseudo Seismic Force For Linear Static Procedure at BSE-2E level}$$

$$v_{y_1E} \coloneqq 0.4263 \cdot v_y \qquad v_{y_1E} = 10553.4 \qquad \text{kips - Pseudo Seismic Force For Linear Static Procedure at BSE-1E level}$$

Vertical Distribution of Seismic Lateral Forces

$$i := 1..N$$

$$w'(i) := \begin{bmatrix} w1 \cdot \frac{A1}{1000} & \text{if } i = 1 \\ w_typ \cdot \frac{Af}{1000} & \text{otherwise} \end{bmatrix} \quad h(i) := \begin{bmatrix} \left| h^{\langle i-1 \rangle} \right| & \text{if } i = 1 \\ \left| h^{\langle i-1 \rangle} \right| & \text{otherwise} \end{bmatrix}$$

$$w(i) := \begin{bmatrix} wr \cdot \frac{Ar}{1000} & \text{if } i = N \\ w'(i) & \text{otherwise} \end{bmatrix} \quad h'(i) := \sum_{j=1}^{i} h(j)$$

$$i := N...N - 1$$

$$k_{x} := \begin{bmatrix} 1 & \text{if } Tx_{calc} \le 0.5 \\ 1 + 0.5 \cdot \left(Tx_{calc} - 0.5\right) & \text{otherwise} \end{bmatrix}$$

$$k_{x} = 1$$

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$$\begin{aligned} k_y &\coloneqq & \left| \begin{array}{l} 1 & \text{if } Ty_{calc} \leq 0.5 \\ \\ 1 + 0.5 \cdot \left(Ty_{calc} - 0.5 \right) & \text{otherwise} \end{array} \right. \end{aligned}$$

$$k_v = 1$$

$$C_{\text{VX}}(i) := \left[\frac{w(i) \cdot h'(i)}{\sum_{i=1}^{N} \binom{w(i) \cdot h'(i)}{k_X}}\right] \qquad C_{\text{VY}}(i) := \left[\frac{w(i) \cdot h'(i)}{\sum_{i=1}^{N} \binom{w(i) \cdot h'(i)}{k_Y}}\right]$$

$$C_{vy}(i) := \left\lceil \frac{w(i) \cdot h'(i)^{k_y}}{\sum_{i=1}^{N} \left(w(i) \cdot h'(i)^{k_y}\right)} \right\rceil$$

$$Fx(i) \coloneqq C_{vx}(i) \cdot V_{x_2E} \quad Sx(x) \coloneqq \sum_{i=x}^{N} Fx(i) \qquad \begin{array}{c} i = & C_{vx}(i) = \\ \hline 2 \\ \hline 1 \end{array} \qquad \begin{array}{c} 0.704 \\ \hline 0.296 \end{array}$$

$$\mathrm{Fy}(\mathrm{i}) \coloneqq \mathrm{C}_{\mathrm{vy}}(\mathrm{i}) \cdot \mathrm{V}_{\mathrm{y_2E}} \quad \mathrm{Sy}(\mathrm{x}) \coloneqq \sum_{\mathrm{i} = \mathrm{x}}^{\mathrm{N}} \; \mathrm{Fy}(\mathrm{i})$$

$$\sum_{i=1}^{N} C_{vx}(i) = 1 \qquad \sum_{i=1}^{N} C_{vy}(i) = 1$$

Design story forces (Pier and Village level)

Story Lateral Story Forces

_		_
Cumm	Story	shears

Weight

V(1) =	FX(1) =
6041.3	15562.55
4699.3	6557.21

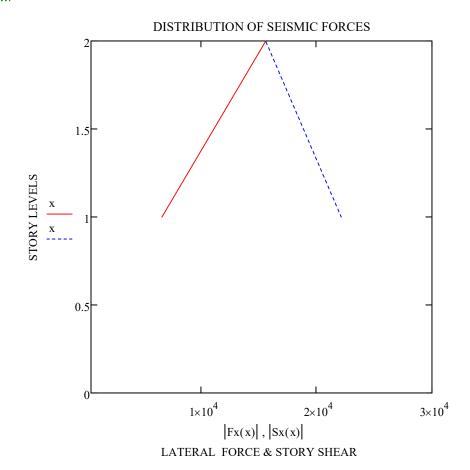
$$|Sx(i)| = |S|$$
 $|Sx(i)| = |S|$
 $|S|$
 $|S$

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<u>x</u>:= 1.. N



• <u>Diaphragm Seismic Forces</u>

i := 1..N

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$$Fpx(x) := \frac{\sum_{i=x}^{N} Fx(i) \cdot w(x)}{\sum_{i=x}^{N} w(i)}$$

$$Fpy(x) := \frac{\sum_{i=x}^{N} Fy(i) \cdot w(x)}{\sum_{i=x}^{N} w(i)}$$

• Design diaphragm seismic forces (Pier and Village level)

i := N...N - 1

9678.03

$$\frac{Fpx(i)}{Fx(i)} = \frac{1}{1.476}$$

$$\frac{Fx(i)}{w(i)} = \frac{2.576}{1.395}$$

$$\frac{Fpx(i)}{Fy(i)} = \frac{Fy(i)}{w(i)} = \frac{1.201}{1.773} = \frac{2.144}{1.161}$$

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Project Title: North Pier Parking Structure Project Engineer: Sohban S. Khan, P.E.

Engineer of Record:

Date: 2/14/2022

iral and Shear Canacity Chack

Shear wall Flexural and She	ear Capacit	ty Check													
Wall ID	Wall thick	Wall Length	Wall f'c	Steel fy	Flexure m	-factor	Shear m	n-factor	knowledge	Code	Pseudo	Wall Axial	Wall Shear	Wall Moment	
	(in.)	(ft.)	psi	ksi	LS	CP	LS	CP	k-factor	Model	Force Level	P _G (kips)	V _{UD} (kips)	M _{UD} (kips)	
Pier Level at Line 11/Y	10	37.5	5500	60	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	295	4876	62420	
Basement Level at Line 11/Y	15.5	78	5500	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	555	7720	60306	
Basement Level at Line 11/X	10	9	7000	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	183	384	2991	
Basement Level at Line 3/Y	24	13	6600	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	771	2350	34374	
Basement Level at Line 3/Z	24	21	5200	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	173	8161	80010	
Basement Level at Line Z/(2-3)	10	29	5500	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	110	3769	30870	
Basement Level at Line Z/(5-6)	10	29	5500	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	112.5	4144	33475	
Basement Level at Line X2/(1-3)	8	82	5500	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	582	2272	27104	
Basement Level at Line X2/(4-11)	8	189	5500	50	2	2.5	2.5	3	1.00	ASCE 41-17	BSE-2E	582	13610	113424	
Wall ID	Wall thick	Wall Length	P _c /(t _w l _w f`c)	$V_{UD}/(t_w I_w \sqrt{f^*c})$	V _{DE} /(t,l,√f`c)	Confined	Wall Moment	Wall Shear	DCR	DCR	Wall Shear	Perform	iance Accep	tance Status	Performance Acceptance Status
	(in.)	(ft.)	G/ Y-W W -/	OD/ (-W W · -/	DL7 (W W 7	Boundary	M _{CE} (kips)	V _{CE} (kips)	Flexure	Shear	Design, V _{DE}		Flexure		Shear
Pier Level at Line 11/Y	10	37.5	0.01	14.61	6.97	Yes	25578	1558.46	2.440	3.13	2325.27	Wa	all is OK in F	lexure	Wall is Overstressed in Shear
Basement Level at Line 11/Y	15.5	78	0.01	7.18	7.88	No	101703	5271.10	0.593	1.46	8475.25	Wa	all is OK in F	lexure	Wall is OK in Shear
Basement Level at Line 11/X	10	9	0.02	4.25	2.50	No	2716	299.52	1.101	1.28	226.33	Wa	all is OK in F	lexure	Wall is OK in Shear
Basement Level at Line 3/Y	24	13	0.03	7.73	4.06	No	14801	776.81	2.322	3.03	1233.42	Wa	all is OK in F	lexure	Wall is Overstressed in Shear
Basement Level at Line 3/Z	24	21	0.01	18.71	3.98	No	20830	1144.41	3.841	7.13	1735.83	Wall is	Overstresse	d in Flexure	Wall is Overstressed in Shear
Basement Level at Line Z/(2-3)	10	29	0.01	14.60	5.42	No	16798	1038.17	1.838	3.63	1399.83	Wa	all is OK in F	lexure	Wall is Overstressed in Shear
Basement Level at Line Z/(5-6)	10	29	0.01	16.06	5.59	No	17312	1038.17	1.934	3.99	1442.67	Wa	all is OK in F	lexure	Wall is Overstressed in Shear
Basement Level at Line X2/(1-3)	8	82	0.01	3.89	17.65	No	123667	2348.41	0.219	0.97	10305.58	Wa	all is OK in F	lexure	Wall is OK in Shear
Basement Level at Line X2/(4-11)	8	189	0.01	10.11	11.30	No	182400	5412.79	0.622	2.51	15200.00	Wa	all is OK in F	lexure	Wall is OK in Shear

Wall ID	Remarks
Pier Level at Line 11/Y Basement Level at Line 11/Y	Wall is overstressed in Shear for both Life Safety and Collapse Prevention Wall is OK in Flexure and Shear for both Life Safety and Collapse Prevention
Basement Level at Line 11/X	Wall is OK in Flexure and Shear for both Life Safety and Collapse Prevention
Basement Level at Line 3/Y	Wall is overstressed in Shear for both Life Safety and Collapse Prevention
Basement Level at Line 3/Z	Wall is overstressed in Flexure and Shear for both Life Safety and Collapse Prevention
Basement Level at Line Z/(2-3)	Wall is overstressed in Shear for both Life Safety and Collapse Prevention
Basement Level at Line Z/(5-6)	Wall is overstressed in Shear for both Life Safety and Collapse Prevention
Basement Level at Line X2/(1-3)	Wall is OK in Flexure and Shear for both Life Safety and Collapse Prevention
Basement Level at Line X2/(4-11)	Wall is overstressed in Shear for both Life Safety and Collapse Prevention

Table 10-21. Numerical Acceptance Criteria for Linear Procedures—R/C Structural Walls and Associated Components Controlled by Flexure

					m-Factors ^a			
				Pe	rformance Le	evel		
					Compon	ent Type		
				Pri	mary	Secondary		
Conditions			Ю	LS	СР	LS	СР	
i. Structural walls and v	vall segments							
$(A_s - A_s')f_{yE} + P^b$	V ^c	Confined						
$t_w I_w f'_{cE}$	$t_w l_w \sqrt{f'_{cE}}$	Boundary ^d						
≤0.1	≤4	Yes	2	4	6	6	8	
≤0.1	_ ≥6	Yes	2	3	4	4	6	
≥0.25	≤4	Yes	1.5	3	4	4	6	
≥0.25	≥6	Yes	1.25	2	2.5	2.5	4	
≤0.1	≤4	No	2	2.5	4	4	6	
rifi f	inf	Maria .	4.6	<u> </u>	A.F	0.6		
11.75	18	760	1.26	1.5	- 2		- 1	
≥0.25	≥6	No	1.25	1.5	1.75	1.75	2	
ii. Structural wall coupli	ng beams ^e							
Longitudinal reinforcem		Vc						
reinforcement ^f	ent and transverse	$t_w I_w \sqrt{f'_{cE}}$						
Conventional longitudin	al reinforcement with	≤3	2	4	6	6	9	
conforming transvers		≥6	1.5	3	4	4	7	
Conventione Longitudin			4.6	2.5	nfi	ef.	•	
NONCOMPANY TORSE		100	1.0	- 11	2.5	2.5		
Diagonal reinforcement		NA	2	5	7	7	10	

Table 10-6. Component Ductility Demand Classification

Maximum Value of DCR or Displacement Ductility	Descriptor
<2	Low ductility demand
2 to 4	Moderate ductility demand
>4	High ductility demand

Table 10-22. Numerical Acceptance Criteria for Linear Procedures—R/C Structural Walls and Associated Components Controlled by Shear

				<i>m</i> -Factors							
			Performance Level								
			Component Type								
			Prin	nary	Secondary						
Conditions		Ю	LS	СР	LS	СР					
i. Structural walls and wall segments ^a											
$\frac{(A_s - A'_s)f_{yE} + P}{t - I - f'} \le 0.05$		2	2.5	3	4.5	6					
$\frac{t_w t_w t_{cE}'}{t_w t_w t_{cE}'} > 0.05$		1.5	2	3	3	4					
ii. Structural wall coupling beams ^b Longitudinal reinforcement and transverse reinforcement ^c	$\frac{V_d}{t_w I_w \sqrt{f'_{cE}}}$										
Conventional longitudinal reinforcement with	≤3	1.5	3	4	4	6					
conforming transverse reinforcement	≥6	1.2	2	2.5	2.5	3.5					
Conventional longitudinal reinforcement with	≤3 >-e	1.5	2.5	3 1.5	3	4					

^a The shear shall be considered to be a force-controlled action for structural walls and wall segments where inelastic behavior is governed by shear and the design axial load is greater than 0.15 $A_g f'_{cE}$. It shall be permitted to calculate the axial load based on

^a Linear interpolation between values listed in the table shall be permitted.
^b *P* is the axial force in the member. Alternatively, use of axial loads determined based on limit-state analysis shall be permitted.
^c *V* is the shear force calculated using limit-state analysis procedures in accordance with Section 10.7.2.4.
^d A boundary element shall be considered confined where transverse reinforcement exceeds 75% of the requirements given in ACI 318 and spacing of transverse reinforcement does not exceed 8*d_b*. It shall be permitted to take modeling parameters and acceptance criteria as 80% of confined values where boundary elements have at least 50% of the requirements given in ACI 318

For secondary coupling beams spanning <8 ft 0 in, with bottom reinforcement continuous into the supporting walls, secondary values shall be permitted to be doubled.

Conventional longitudinal reinforcement consists of top and bottom steel parallel to the longitudinal axis of the coupling beam. Conforming transverse reinforcement consists of (a) closed stirrups over the entire length of the coupling beam at a spacing $\leq d/3$, and (b) strength of closed stirrups $V_s \geq 3/4$ of required shear strength of the coupling beam.

d V is the design shear force calculated using limit-state analysis procedures in accordance with Section 10.7.2.4.1.

- and spacing of transverse reinforcement does not exceed $8d_b$. Otherwise, boundary elements shall be considered not confined. For secondary coupling beams spanning <8 ft 0 in., with bottom reinforcement continuous into the supporting walls, secondary values shall be permitted to be doubled. Conventional longitudinal reinforcement consists of top and bottom steel parallel to the longitudinal axis of the coupling beam. Conforming transverse reinforcement consists of (a) closed stirrups over the entire length of the coupling beam at a spacing $\leq d/3$, and (b) strength of closed stirrups $V_s \geq 3/4$ of required shear strength of the coupling beam.

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Project Title: North Pier Parking Structure
Project Engineer: Sohban S. Khan, P.E.

Engineer of Record:

Date: 2/14/2022

Shear wall Reinforcement Check

Silear wall kellilorcellient Check																
Wall ID	Wall thick	Wall Length	Wall f`c	Wall Jamb	Wall Reinf.	Wall Reinf.	Wall Reinf.	Steel fy	Reinf	Ratio	Shear m-	factor	Code	Pseudo	Wall Axial	Wall Shear
	(in.)	(ft.)	(psi)	Reinf.	Vertical	Horizonatal	Av (in^2/ft)	ksi	Ratio	Limit	LS	CP	Model	Force Level	P _G (kips)	V _{UD} (kips)
Line X (Basement Level)	8	88	5500		#6 @ 6" OC (center)	#5 @ 18" OC (center)	0.207	40	0.0022	0.002	2.5	3	ASCE 41-17	BSE-2E	772	2272
Line X (Basement Level)	8	189	5500		#6 @ 6" OC (center)	#5 @ 18" OC (center)	0.207	40	0.0022	0.002	2.5	3	ASCE 41-17	BSE-2E	2045	13610
Line Z (Basement Level) (2 - 3)	10	28	5500		#4 @ 12" OC (EF)	#4 @ 12" OC (EF)	0.400	60	0.0033	0.002	2.5	3	ASCE 41-17	BSE-2E	836	3599
Line Z (Basement Level) (5 - 6)	10	28	5500		#4 @ 12" OC (EF)	#4 @ 12" OC (EF)	0.400	60	0.0033	0.002	2.5	3	ASCE 41-17	BSE-2E	836	3811
Line 3 (Basement Level) at Line Y	24	13	6600	(9) #10	#4 @ 6" OC (EF)	#4 @ 18" OC (EF)	0.267	60	0.0009	0.002	2.5	3	ASCE 41-17	BSE-2E	725	2306
Line 3 (Basement Level) at Line Y	24	21	5200	(9) #10	#4 @ 6" OC (EF)	#4 @ 18" OC (EF)	0.267	60	0.0009	0.002	2.5	3	ASCE 41-17	BSE-2E	725	8161
Line 11 (Pier Level) at Line Y	10	37.5	7000		#4 @ 12" OC (EF)	#4 @ 12" OC (EF)	0.400	60	0.0033	0.002	2.5	3	ASCE 41-17	BSE-2E	295.5	5227
Wall ID	Wall thick	Wall Length	Wall f`c	P/tw lw f`c	V/tw lw √f'c	Allowable Shear	Wall Shear	Wall Shear	DCR	Wall Shear	Wall Reinf.		Remarks			
	(in.)	(ft.)	(psi)			Stress (psi)	Stress (psi)	V _{CE} (kips)	shear	Status	Status					
Line X (Basement Level)	8	88	5500	0.02	3.626	148.32	107.58	1980.51	1.15	ОК	OK	C	Old wall built in	1962		
Line X (Basement Level)	8	189	5500	0.02	10.114	148.32	300.04	4253.59	3.20	Not Good	OK	C	Old wall built in	1962		
Line Z (Basement Level) (2 - 3)	10	28	5500	0.05	14.443	148.32	428.45	1170.37	3.08	Not Good	ОК	N	ew wall built in	1992		
Line Z (Basement Level) (5 - 6)	10	28	5500	0.05	15.294	148.32	453.69	1170.37	3.26	Not Good	OK	N	ew wall built in	1992		
Line 3 (Basement Level) at Line Y	24	13	6600	0.03	7.581	162.48	246.37	816.33	2.82	Not Good	Not Good	C	Old wall built in	1962		
Line 3 (Basement Level) at Line Y	24	21	5200	0.02	18.712	144.22	539.75	1208.25	6.75	Not Good	Not Good	C	Old wall built in	1962		
Line 11 (Pier Level) at Line Y	10	37.5	7000	0.01	13.883	167.33	464.62	1652.99	3.16	Not Good	OK	N	ew wall built in	1992		

Table 10-22. Numerical Acceptance Criteria for Linear Procedures—R/C Structural Walls and Associated Components Controlled by Shear

				m-Factors				
			Per	formance Le	vel			
				ent Type				
			Prin	nary	Secondary			
Conditions		Ю	LS	СР	LS	СР		
i. Structural walls and wall segments ^a								
$\frac{(A_s - A_s')f_{yE} + P}{t_w I_w f_{cE}'} \le 0.05$		2	2.5	3	4.5	6		
$\frac{(A_{\rm S}-A_{\rm S}')t_{\rm yE}+P}{t_{\rm w}l_{\rm w}f_{\rm cE}'}>0.05$		1.5	2	3	3	4		
ii. Structural wall coupling beams ^b	V_d							
Longitudinal reinforcement and transverse reinforcement ^c	$t_w I_w \sqrt{f'_{cE}}$							
Conventional longitudinal reinforcement with	≤3	1.5	3	4	4	6		
conforming transverse reinforcement	≥6	1.2	2	2.5	2.5	3.5		
Conventional longitudinal reinforcement with	≤3	1.5	2.5	3	3	4		
nonconforming transverse reinforcement	≥6	1.2	1.2	1.5	1.5	2.5		

The shear shall be considered to be a force-controlled action for structural walls and wall segments where inelastic behavior is governed by shear and the design axial load is greater than 0.15 A_g f'_{cE} . It shall be permitted to calculate the axial load based on limit-state analysis.

For secondary coupling beams spanning <8 ft 0 in, with bottom reinforcement continuous into the supporting walls, secondary values shall be permitted to be doubled.

Conventional longitudinal reinforcement consists of top and bottom steel parallel to the longitudinal axis of the coupling beam. Conforming transverse reinforcement consists of (a) closed stirrups over the entire length of the coupling beam at a spacing $\leq d/3$, and (b) strength of closed stirrups $V_s \geq 3/4$ of required shear strength of the coupling beam.

V is the design shear force calculated using limit-state analysis procedures in accordance with Section 10.7.2.4.1.

Table 10-6. Component Ductility Demand Classification

Maximum Value of DCR or Displacement Ductility	Descriptor
<2	Low ductility demand
2 to 4 >4	Moderate ductility demand High ductility demand

Project Title: North Pier Parking Structure Project Engineer: Sohban S. Khan, P.E.

Engineer of Record:

2/14/2022 Date:

Waffle Shear	wall Axial,	Flexural	and Shear	Check

Waffle Shear wall Axi	al, Flexural	and Shear	Check													
Wall ID	Truss Depth	Truss Width	Truss Length	Wall f'c	Axial n	n-factor	Flexure	m-factor	Shea	r m-factor	knowledge	Long. Reinf.	Tie Reinf.	Ties Sp.	Steel fy	
	(in.)	(in.)	(ft)	psi	LS	СР	LS	CP	LS	CP	k-factor	As (in^2)	Av (in^2)	(in)	ksi	
Shear wall truss at line Z	12	12	2	5000	1	1	3	4	1.2	1.5	1	1.76	0.11	24	60	
Shear wall truss at line Z	12	12	2	5000	1	1	3	4	1.2	1.5	1	1.76	0.11	24	60	
Shear wall truss at line X	12	12	2	5000	1	1	3	4	1.2	1.5	1	1.76	0.11	24	60	
Shear wall truss at line X	12	12	2	5000	1	1	3	4	1.2	1.5	1	1.76	0.11	24	60	
Shear wall truss at line 3	12	12	2	5000	1	1	3	4	1.2	1.5	1	1.76	0.11	24	60	
Shear wall truss at line 3	12	12	2	5000	1	1	3	4	1.2	1.5	1	1.76	0.11	24	60	
					Compression	Tension									Compression	n Tension
Wall ID	Truss Depth	Truss Width	Truss Length	Av Reinf	Axial Load	Axial Load	Puf/Ag f'c	As Reinf	Truss Shear	Truss Moment	$M_{UD}/(V_{UD} d)$	V/tw lw √f'c	Truss Moment	Truss Shear	Truss Axial	Truss Axial
	(in.)	(in.)	(ft)	Ratio	Puf (kips)	Tuf (kips)	, 0	Ratio	V _{UD} (kips)	M _{UD} (kips)			M _{CE} (kips)	V _{CE} (kips)	P _{CE} (kips)	T _{CE} (kips)
Shear wall truss at line Z	12	12	2	0.0004	256.5	255.5	0.356	0.006	3.3	4.5	0.130	0.162	33.26	23.66	369.26	95.04
Shear wall truss at line Z	12	12	2	0.0004	239	250	0.332	0.006	3.3	4.5	0.130	0.162	33.26	23.66	369.26	95.04
Shear wall truss at line X	12	12	2	0.0004	428	416	0.594	0.006	3.3	4.5	0.130	0.162	33.26	23.66	369.26	95.04
Shear wall truss at line X	12	12	2	0.0004	388	371	0.539	0.006	3.3	4.5	0.130	0.162	33.26	23.66	369.26	95.04
Shear wall truss at line 3	12	12	2	0.0004	974.5	864	1.353	0.006	43	82	0.182	2.111	33.26	23.66	369.26	95.04
Shear wall truss at line 3	12	12	2	0.0004	646.5	360	0.898	0.006	25	44	0.168	1.228	33.26	23.66	369.26	95.04
Wall ID	•		Truss Length		DCR	DCR	DCR	Truss Shear		Vp/Vo	Performance Acceptance Status	Performance Acceptance Status	Performance Acceptance Status	·		
	(in.)	(in.)	(ft)	axial (comp.)	, , ,	flexure	shear	V _O (kips)	V _p (kips)		Axial (Compression)	Axial (Tension)	Flexure	Shear		
Shear wall truss at line Z	12	12	2	0.69	2.69	0.14	0.14	46.87	33.264	0.71	Wall Truss OK in Axial Compression		Wall Truss OK in Flexure	Wall Truss is OK in Shear		
Shear wall truss at line Z	12	12	2	0.65	2.63	0.14	0.14	46.87	33.264	0.71	Wall Truss OK in Axial Compression	n Wall Truss OK in Axial Tension	Wall Truss OK in Flexure	Wall Truss is OK in Shear		
Shear wall truss at line X	12	12	2	1.16	4.38	0.14	0.14	46.87	33.264	0.71	Wall Truss NG in Axial Compression	n Wall Truss NG in Axial Tension	Wall Truss OK in Flexure	Wall Truss is OK in Shear		
Shear wall truss at line X	12	12	2	1.05	3.90	0.14	0.14	46.87	33.264	0.71	Wall Truss NG in Axial Compression	n Wall Truss NG in Axial Tension	Wall Truss OK in Flexure	Wall Truss is OK in Shear		
Shear wall truss at line 3	12	12	2	2.64	9.09	2.47	1.82	46.87	33.264	0.71	Wall Truss NG in Axial Compression	n Wall Truss NG in Axial Tension	Wall Truss OK in Flexure	Wall Truss is Overstressed in Shear		
Shear wall truss at line 3	12	12	2	1.75	3.79	1.32	1.06	46.87	33.264	0.71	Wall Truss NG in Axial Compression	n Wall Truss NG in Axial Tension	Wall Truss OK in Flexure	Wall Truss is OK in Shear		
		_														
Waffle Shear wall Tru	•													Compression		
Wall ID	Truss Depth	Truss Width	Wall f'c	Axial	m-factor	Shear n	n-factor	knowledge	Long. Reinf.	Tie Reinf.	Ties Sp.	Steel fy	Av Reinf	Axial Load	Puf/Ag f'c	As Reinf
	(in.)	(in.)	psi	LS	CP	LS	CP	k-factor	As (in^2)	Av (in^2)	(in)	ksi	Ratio	Puf (kips)		Ratio
Shear wall truss at line Z	14	10	5000	1	1	5	8	1	6	0.11	24	60	0.0005	188	0.269	0.025
Shear wall truss at line Z	12	12	5000	1	1	5	8	1	4.74	0.2	30	60	0.0006	160	0.222	0.013
				Tension		Compression										
Wall ID		Truss Width	Wall f'c	Axial Load	Truss Shear	Chord Axial		l Chord Shear		DCR	DCR	Performance Acceptance Status	Performance Acceptance Status	•		
	(in.)	(in.)	psi	Tuf (kips)	V _{UD} (kips)	P _{CE} (kips)	T _{CE} (kips)	V _{CE} (kips)	Axial (comp.)		shear	Axial Compression	Axial Tension	Shear		
Shear wall truss at line Z	14	10	5000	501	16.6	483.34	324	23.65	0.39	1.55	0.70	Truss Chord is OK in Axial Compression	Truss Chord is NG in Axial Tension	Truss Chord is OK in Shear		
Shear wall truss at line Z	12	12	5000	132	13.7	455.65	255.96	25.16	0.35	0.52	0.54	Truss Chord is OK in Axial Compression	Truss Chord is OK in Axial Tension	Truss Chord is OK in Shear		

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Table 10-21, Numerical Acceptance Criteria for Linear Procedures—R/C Structural Walls and Associated Components Controlled by Flexure

					m-Factors*		
				Pa	rformance Le	evel	
					Compon	ent Type	
				Prin	marý	Seco	ndary
Conditions		10	LS	CP	Ls	CP	
Structural walls and well a							
$\frac{(A_a - A_a')I_{aC} = P}{I_aI_{aC}}$	$\frac{V^c}{t_n t_n \sqrt{t_{cE}}}$	Confined Boundary					
≤0.1	34	Yes	2	4	ō	6	8
≤0.1	26	Yes	2	9	4	4	6
>0.25	54	Yes	1.5	3	A	4	6
≥0.25	≥6	Yes	1.25	2	2.5	2.5	4
≤0.1	54	No	2	2,5	A	4	6
≤0.1	.0≲	No	1.5	2	2.5	2.5	4
≥0,25	1<34	No	7.25	1.5	2	2	3
≥0.25	545	740	1.25	1.5	1.75	1.75	- 2
ii. Structural wall coupling be	ems*						
Longitudinal reinforcement a roinforcement		$\frac{V^c}{l_w l_w \sqrt{T_{c+}}}$					
Conventional longitudinal rei conforming transverse rein		53 >6	1.5	3	4	6	9
Conventional longitudinal rei		≤3.	1.5	3.5	5	5	8
nonconforming transverse	reinfercement	≥6	12	1.8	2.5	25	- 4
Diagonal minipregment		NA.	2	5	7	7	10

Diagonal realifectement.

Linear intellopation between values listed in the table stuff be permitted.

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Table 10-6. Component Ductility Demand Classification

Maximum Value of DCR or Displacement Ductility	Descriptor
<2	Low ductility demand
2 to 4	Moderate ductility demand
>4	High ductility demand

Table 19-22, Numerical Acceptance Criteria for Linear Procedures—R/C Structural Walls and Associated Components Controlled by Shear

		m-Factors					
		Performance Level					
				Component Type			
			Prin	nary	Seco	Secondary	
Conditions		10	LS	CP	LS	CP	
Structural walls and wall segments*							
$\frac{ A_a - A_a }{t_a t_a t_{cf}} \le 0.05$		2	2.5	3	4,5	8	
$\frac{(A_{\theta} - A_{\theta}^{i}) I_{VE} - P}{I_{\theta} I_{\theta} I_{VE}} > 0.05$		1.5	2	3	3	4	
ii. Structural wall coupling beams*	v.						
Longilutinal numbercement and transverse reinforcement	$I_w I_w \sqrt{T_{ch}}$						
Conventional longitudinal reinforcement with conforming transverse reinforcement	53 36	1.5	3	2.5	25	3.5	
Conventional longitudinal reinforcement with nonconforming transverse reinforcement	53 26	1.5	2.5	1.5	3	4 2.5	

The shear shall be considered to be a force-controlled action for attructural walls and wall segments where ineliablic behavior is povermed by shear and the design axial load is greater than 0.15 A_p F_{ab}, it shall be permitted to calculate the axial load based on armidistate analysis.

For secondary coupling beams spanning < 8 if 0 in. with bottom reinforcement continueus into the supporting walls exceedary values that the permitted in the desiblior, while the permitted in the desiblior, values that the permitted in the desiblior.

Conforming transverse reinforcement consists of (a) closed stimupe ever the entire length of the coupling beam at a specing ≤ d/3, and (b) strength of closed storauce V_x ≥ 43 of the coupling beam reinforcement consists of (a) closed stimupe ever the entire length of the coupling beam

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Table 10-10a. Numerical Acceptance Criteria for Linear Procedures—Reinforced Concrete Columns Other Than Circular with Spiral Reinforcement or Seismic Hoops as Defined in ACI 318

		_		m-	-Factors ^a		
				Perfor	mance Level		
					Compon	nent Type	
				Prin	nary	Seco	ndary
$\left(\frac{N_{UD}}{A_g f'_{cE}}\right)$	ρ_t	V_{yE}/V_{ColOE}	Ю	LS	СР	LS	СР
Columns not conti	rolled by inadequate of	levelopment or splicing	along the clea	ır height ^b			
≤ 0.1	≥ 0.0175	≥ 0.2	1.7	3.4	4.2	6.8	8.9
		< 0.6					
≥ 0.7	≥ 0.0175	≥ 0.2	1.2	1.4	1.7	1.4	1.7
		< 0.6					
≤ 0.1	≤ 0.0005	≥ 0.2	1.5	2.6	3.2	2.6	3.2
		< 0.6					
≥ 0.7	≤ 0.0005	≥ 0.2	1.0	1.0	1.0	1.0	1.0
		< 0.6					
≤ 0.1	≥ 0.0175	≥ 0.6	1.5	2.7	3.3	6.8	8.9
0.7	> 0.0475	< 1.0 > 0.6	1.0	1.0	1.0	1.0	1.0
≥ 0.7	≥ 0.0175	≥ 0.6 < 1.0	1.0	1.0	1.0	1.0	1.0
< 0.1	< 0.0005	< 1.0 ≥ 0.6	1.3	1.9	2.3	1.9	2.3
50.1	≤ 0.0003	< 1.0	1.5	1.5	2.5	1.5	2.0
≥ 0.7	≤ 0.0005	≥ 0.6	1.0	1.0	1.0	1.0	1.0
2 0.7	≤ 0.0003	< 1.0	1.0	1.0	1.0	1.0	1.0
< 0.1	> 0.0175	> 1.0	1.3	1.8	2.2	6.8	8.9
> 0.7	> 0.0175	≥ 1.0	1.0	1.0	1.0	1.0	1.0
< 0.1	< 0.0005	> 1.0	1.1	1.0	1.1	1.7	2.1
> 0.7	< 0.0005	≥ 1.0	1.0	1.0	1.0	1.0	1.0
		lopment or splicing alo					11.0
Joiumns controlle ≤ 0.1	o by inadequate deve	topment or splicing alo	ng the clear ne 1.0	1.7	2.0	5.3	6.8
≥ 0.7	≥ 0.0075		1.0	1.0	1.0	2.8	3.5
≥0.7 ≤0.1	< 0.0075 < 0.0005		1.0	1.0	1.0	1.4	1.6
≥ 0.7	< 0.0005 < 0.0005		1.0	1.0	1.0	1.4	1.0

^a Values between those listed in the table shall be determined by linear interpolation.
^b Columns are considered to be controlled by inadequate development or splicing where the calculated steel stress at the splice exceeds the steel stress specified by Eq. (10-1a) or (10-1b). Acceptance criteria for columns controlled by inadequate development or splicing shall never exceed those of columns not controlled by inadequate development or splicing.

Table 10-13. Numerical Acceptance Criteria for Linear Procedures—Reinforced Concrete Beams

					m-Factors*				
			Performance Level						
					Compon	ent Type			
				Prii	nary	Seco	ndary		
Conditions			10	LS	CP	LS	CF		
Condition i. Be	ams controlled by flexus	re ^o							
p - p'	Transverse	-Va							
Phot	reinforcement/-	Dad Cot							
<0.0	C	±3 (0.25)	3	Б	7	N	10		
<0.0	C	≥6 (0.5)	. 2	3	4.	3	5		
>0.9	C	±3 (0.26)	2	3	40	3 2	- 5		
20.5	C	≥6 (0.5)	12	22	3	2	- 4		
≤0.0≥	NO	≤0 (0.25)	Σ	9	-4"	9	- 5		
<0.0	NC	≥6 (0.5)	1.25	2	3	2	4		
≥0.5	NC	53 (0.25)	3	3	3 3 2	3 2	- 4		
20.5	NC	≥6 (0.5)	1.25	2	-2	2	3		
Condition is Be	same controlled by sibea	r ^{/v}							
Etimop spinding			1.25	3.5	1.76	3 2	4		
Stirnin specing	> #2		1.25	1.5	1.75	2	3		
Condition III. Be	gams controlled by inad	eguaté developme	ent or solicing of	long the sound					
Stimup spacing			1.25	1.5	1.75	- 3	- 19		
Stirrup spacing	> 92		1.26	1.5	1.75	2 2	3		
Condition iv. B	eams controlled by inac	equate emberme	st into beam-ci	shimn kalntii					
Periodicit IVI B	contract out to contract of the	redition of the collies	9	2	3	10	4		

Name: C_{at} in both: (APa) units:

Values between those listed in the table shall be determined by linear interpolation.

Values between those listed in the table shall be determined by linear interpolation.

Values are that one of conditions in it is, and it occurs for a given component, use the minimum appropriate numerical value from the table.

Conditioning it, within the Research placed brings conditioning that increases ensistencement. Transverse, minimum, and it is componented to minimum and placed brings region, house loss aspect at 3 cm² and it. for componented of minderined and high discribing channel, the strength provided by the houge (V_a) is at least 34 of the design shear. Otherwise, the transverse enrichtoriement is considered minimum formations and the houge (V_a) is at least 34 of the design shear. Otherwise, the transverse enrichtoriement is considered minimum formations.

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Engineer of Record:

Date: 2/14/2022

Deformation Compatibility Check

Village

22

≤ 0.0005

 \leq 0.0005

8.33

≥ 1.0

≥ 1.0

Deformation	n Compat	ibility Check													
Column ID	Level	Col Width	Col. Depth	Column Clear	Column	Col. Steel	Model	Pseudo	Col. Axial	Max. Probable Col.	Max. Probable Col.	Col. Shear	Spacing		
		(in.)	(in.)	Height (ft.)	f'c psi	Fy ksi	Code	Lateral Force	Load (kips)	Moment (k-ft)	Shear (kip)	Reinf. (in^2/ft)	Ties (in.)	Table 10-6. Component Duc	tility Demand Classification
Line 3/Z	Village	36	28	8.33	3000	60	ASCE 41-17	BSE-2E	159	3380	405.76	0.4	12		
	Village	36	28	8.33	3000	60	ASCE 41-17	BSE-1E	49	1952	234.33	0.4	12	Maximum Value of DCR or	
														Displacement Ductility	Descriptor
Line 1/Z	Village	30	28	8.33	3000	60	ASCE 41-17	BSE-2E	73	1081	129.77	0.4	12		
	Village	30	28	8.33	3000	60	ASCE 41-17	BSE-1E	73	715	85.83	0.4	12	<2	Low ductility demand
														2 to 4	Moderate ductility demand
Line 5/Y	Village	18	22	8.33	3000	60	ASCE 41-17	BSE-2E	289	536	64.35	0.4	12	>4	High ductility demand
	Village	18	22	8.33	3000	60	ASCE 41-17	BSE-1E	286	255.5	30.67	0.4	12		
Column ID	Level	Col Width	Col. Depth	Column Clear	Col. Shear	P/(Ag f'c)	Av/(bw s)	$V/(bw d \sqrt{f}c)$	Axi	al m-factor	Knowledge	DCR	Column Shear	Remarks	
		(in.)	(in.)	Height (ft.)	Capacity, Vn (kip)	(calculated)	(calculated)	(calculated)	LS	CP	k		Status		
Line 3/Z	Village	36	28	8.33	166.42	0.05	0.001	7.35	2	2.5	0.90	2.438	Not Good	Column above Shear wall Boundary Ele	ement
	Village	36	28	8.33	166.42	0.02	0.001	4.24	2	2.5	0.90	1.408	OK	Column above Shear wall Boundary Ele	ement
Line 1/Z	Village	30	28	8.33	148.02	0.03	0.001	2.82	2	2.5	0.90	0.877	OK		
	Village	30	28	8.33	148.02	0.03	0.001	1.87	2	2.5	0.90	0.580	OK		
Line 5/Y	Village	18	22	8.33	87.38	0.22	0.002	2.97	2	2.5	0.90	0.736	OK		

2.5

Table 10-10a. Numerical Acceptance Criteria for Linear Procedures—Reinforced Concrete Columns Other Than Circular with Spiral Reinforcement or Seismic Hoops as Defined in ACI 318

87.38

0.22

0.002

1.41

2

<i>m</i> -Facto							
		_		Perfor	mance Leve	ı	
					Compon	ent Type	
				Prin	mary	Seco	ndary
$\left(\frac{N_{UD}}{A_g f_{cE}'}\right)$	ρ_t	V_{yE}/V_{ColOE}	Ю	LS	СР	LS	СР
Columns not con	trolled by inadequate d	levelopment or splicing	along the clea	ar height ^b			
≤ 0.1	≥ 0.0175	≥ 0.2 < 0.6	1.7	3.4	4.2	6.8	8.9
≥ 0.7	≥ 0.0175	≥ 0.2 < 0.6	1.2	1.4	1.7	1.4	1.7
≤ 0.1	≤ 0.0005	≥ 0.2 < 0.6	1.5	2.6	3.2	2.6	3.2
≥ 0.7	≤ 0.0005	≥ 0.2 < 0.6	1.0	1.0	1.0	1.0	1.0
≤ 0.1	≥ 0.0175	≥ 0.6 < 1.0	1.5	2.7	3.3	6.8	8.9
≥ 0.7	≥ 0.0175	≥ 0.6 < 1.0	1.0	1.0	1.0	1.0	1.0
≤ 0.1	≤ 0.0005	≥ 0.6	1.3	1.9	2.3	1.9	2.3
≥ 0.7	≤ 0.0005	< 1.0 ≥ 0.6 < 1.0	1.0	1.0	1.0	1.0	1.0
≤ 0.1 ≥ 0.7	≥ 0.0175 ≥ 0.0175	≥ 1.0 ≥ 1.0	1.3 1.0	1.8 1.0	2.2 1.0	6.8 1.0	8.9 1.0
_ 0.7	_ 0.0175	_ 1.0	1.0	1.0	1.0	1.0	0.4

1.1

1.0

1.0

1.0

1.1

1.0

1.7

1.0

2.1

1.0

Table 10-13. Numerical Acceptance Criteria for Linear Procedures—Reinforced Concrete Beams

					m-Factors ^a			
			Performance Level					
					Compon	ent Type		
				Prin	nary	Seco	ndary	
Conditions			Ю	LS	СР	LS	СР	
Condition i. Be	ams controlled by flexur	e ^b						
$\rho - \rho'$	Transverse	V ^d						
ρ_{bal}	reinforcement ^c	$b_w d \sqrt{f'_{cE}}$						
≤0.0	С	≤3 (0.25)	3	6	7	6	10	
≤0.0	С	≥6 (0.5)	2	3	4	3	5	
≥0.5	С	≤3 (0.25)	2	3	4	3	5	
≥0.5	С	≥6 (0.5)	2	2	3	2	4	
≤0.0	NC	≤3 (0.25)	2	3	4	3	5	
≤0.0	NC	≥6 (0.5)	1.25	2	3	2	4	
≥0.5	NC	≤3 (0.25)	2	3	3	3	4	
≥0.5	NC	≥6 (0.5)	1.25	2	2	2	3	
Condition ii. Be	eams controlled by shea	r ^b						
Stirrup spacing		-	1.25	1.5	1.75	3	4	
Stirrup spacing			1.25	1.5	1.75	2	3	
	eams controlled by inad	oguato dovolonmo						
Stirrup spacing		equate developme	1.25	1.5	1.75	3	4	
Stirrup spacing			1.25	1.5	1.75	2	3	
					1.75	2	3	
Jondition iv. B	eams controlled by inad	equate embedmen		-				
			2	2	3	3	4	

0.90

0.351

≤ 0.1

≥ 0.7

Note: f_{cE} in lb/in.² (MPa) units.

^a Values between those listed in the table shall be determined by linear interpolation.

Columns controlled by inadequate development or splicing along the clear height^b

≤ 0.1	≥ 0.0075	1.0	1.7	2.0	5.3	6.8
≥ 0.7	≥ 0.0075	1.0	1.0	1.0	2.8	3.5
≤ 0.1	≤ 0.0005	1.0	1.0	1.0	1.4	1.6
≥ 0.7	≤ 0.0005	1.0	1.0	1.0	1.0	1.0

^a Values between those listed in the table shall be determined by linear interpolation.

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b Where more than one of conditions i, ii, iii, and iv occurs for a given component, use the minimum appropriate numerical value from

the table.

c "C" and "NC" are abbreviations for conforming and nonconforming transverse reinforcement. Transverse reinforcement is conforming if, within the flexural plastic hinge region, hoops are spaced at $\leq d/3$, and if, for components of moderate and high ductility demand, the strength provided by the hoops (V_s) is at least 3/4 of the design shear. Otherwise, the transverse reinforcement is considered nonconforming.

d V is the shear force calculated using limit-state analysis procedures in accordance with Section 10.4.2.4.1.

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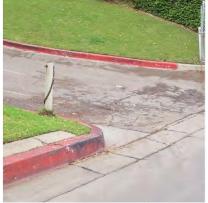
Columns are considered to be controlled by inadequate development or splicing where the calculated steel stress at the splice exceeds the steel stress specified by Eq. (10-1a) or (10-1b). Acceptance criteria for columns controlled by inadequate development or splicing shall never exceed those of columns not controlled by inadequate development or splicing.











BUILDING ENVELOPE

CONSULTING

FORENSIC RESTORATION

PARKING DESIGN

PLANNING

CITY OF REDONDO BEACH SOUTH PIER AND PLAZA PARKING STRUCTURES 2021-CONDITION ASSESSMENT

CITY OF REDONDO BEACH Redondo Beach, CA

Prepared for: Mr. Stephen Proud Director of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277



707 Wilshire Blvd, Suite 3650 Los Angeles, CA 90017 213.488.4911 walkerconsultants.com



WC PROJECT No. 37-009397.00

June 06, 2022

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EXECUTIVE SUMMARY

The City of Redondo Beach retained Walker Consultants to carry out a Condition Assessment Update of the three existing parking structures - North Pier, South Pier, and Plaza parking structures. This report only includes the South Pier and Plaza parking structures. The North Pier parking structure is issued as a separate report which includes a condition assessment and an updated seismic evaluation. This assessment is intended to provide our professional opinion on the current condition of the structural system and other components, such as waterproofing and drainage, that can affect the service life of the structural system. In addition, the assessment identifies any needed maintenance and repairs to the structural system and waterproofing components and provides our recommendations for implementing the work. We evaluated the overall general condition of the structures with visual observations and compared our new findings to the 2012 and 2015 Walker findings.

On December 22, 2021, Walker sent a draft of this condition assessment report to the City of Redondo Beach. The two repair programs discussed in the draft and in this final report were developed considering the City's available annual budget, maximizing benefits from previous work and repair priority, and maintaining parking structure accessibility and occupancy. The first program is to perform risk management items and isolated structural or waterproofing repairs all in a Single-Year. This repair recommendation cannot address all deterioration or stop future deterioration from developing. Additional repair programs can be implemented after the completion of an initial repair program to extend the life of the structure further. The second option focuses on a Five-Year restoration program with the service life extension program focusing on immediate repairs as well as the necessary repairs to extend the useful service life of the structure. Based on the City of Redondo Beach's request, as an alternative for City to consider, Walker has also developed an opinion of the probable costs of a Ten-Year repair program for the South Pier parking structure in this final report.

This 2021 report incorporates the 2012 and 2015 Walker reports as a reference. Our 2021 findings indicated that, overall, the parking structures have continued to deteriorate compared to the findings reported in the 2012 and 2015 Walker reports. In general, the 2012 and 2015 Walker recommendations remain unchanged except for areas that have been addressed in the 2017 and 2019 repair programs.

The repair plan proposed herein primarily consists of traffic membrane installation, structural repair, corrosion abatement, and Village level wearing slab and pavers replacement/modification of the south parking structure to maintain the life of the structure.

The one immediate concern is to remove all loosely adhered spalled concrete from the soffit of the parking decks. There should be a review the soffit on a regular basis for loosely adhered spalled concrete.

IMMEDIATE REPAIRS - RISK MANAGEMENT

Risk Management repairs are those required to address safety issues and to mitigate potential unsafe conditions from a risk management perspective.

Remove all loose and delaminated concrete from the slab and beam underside where delaminated concrete
appears on the surface. Repairs to these areas can be deferred and addressed during the implementation of
the base repair program shown below. Based on Walker's recommendation, these delaminated and loose
concrete areas were removed by City personnel. It is highly recommended that work should be continued and
included in a regular maintenance program.

SUMMARY OF TYPES OF DEFICIENCIES

South Pier Parking Structure

Concrete floor deterioration and delamination.





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- Exposed and rusted slab mild steel reinforcement at numerous locations.
- Soffit slab deterioration and spalls with exposed and corroded reinforcement.
- Concrete beam deterioration with exposed and corroded reinforcement.
- Concrete column spalling.
- Waterproofing system deficiencies.

Plaza Parking Structure

- Concrete floor deterioration and delamination.
- P/T beam tendon damage.
- Concrete wall spalling with exposed rebars.
- Waterproofing system deficiencies

We recommend that the City of Redondo Beach perform the base repair program outlined in this report that will correct the observed deficiencies/deterioration and enhance the waterproofing systems to protect the structural slabs and reduce the potential for water infiltration throughout the structures.

We recommend that the City of Redondo Beach budget approximately \$15,150,500 to maintain the facility over the next 5 years. The budget costs presented are based on historical data. As a result of the COVID-19 epidemic, prices and schedules have changed. Therefore, these costs should be considered a rough order of magnitude and used for basic planning purposes. The actual costs may not be realized until the project is designed and bid by a contractor. Budgeting for capital improvements and work items will help the City of Redondo Beach plan for necessary funding for the recommended work over the next 5 years. This will help maximize the service life of various components of the structures and maintain the structures in good service condition with minimum downtime.

Please see the attached discussion and photo appendix for a detailed report of our investigation.

Sincerely,

WALKER CONSULTANTS

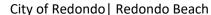
Behnam Arya, PhD, PE

Project Engineer I

Senior Consultant		
Suhail Hassan.		
	June 06, 2022	
Hassan Suhail	Date	

Date

June 06, 2022





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INTRODUCTION

BACKGROUND INFORMATION

Walker Consultants performed a condition assessment for the South Pier and Plaza parking structures located in Redondo Beach, California on November 3rd, 4th and 10th 2021. The evaluation and report will provide our professional opinion of the overall condition of the parking structures and update the prior 2012 and 2015 Walker's conditional appraisal reports with recommendations for current repair and preventative maintenance needs to maintain the service life for these structures. The City of Redondo Beach has requested Walker to perform a new condition assessment of the parking garages since the last condition assessment of the parking structures was completed more than 6 years ago. The condition assessment update consisted of a visual survey and documentation of observations. It was limited to the supported structural slabs of parking levels, respective exposed rooftop plaza levels and the slabs-on-ground. The condition assessment did not include the occupied retail areas below or between the North Pier and Plaza parking structures nor the commercial timber-frame buildings on top of the South Pier parking structure.

Nomenclature

In the summer of 2011, Walker performed a condition assessment of the parking structures. In June 2012, Walker performed a structural analysis of the North Pier parking structure and prepared an Asset Management Plan (AMP), formerly known as Capital Improvement and Protection Program (CIPP), detailing opinions of probable repair costs over ten years for all three structures. The report was submitted to the City in August 2012 and is referred to herein as the 2012 Walker Report. Also, in October 2015 Walker performed a condition assessment update and prepared opinions of probable costs for two timeline scenarios for the parking structures. The report was submitted to the City in January 2016 and is referred to herein as the 2015 Walker Report. Please refer to the reports mentioned above for additional information.

Previous repairs

As requested by the City of Redondo Beach, the 2015 condition assessments proposed three different scenarios of repair with approximate costs for each option. These options were: A limited three (3) year repair and maintenance program; and an option of full replacement of the Pier Parking Structures. Based on our 2015 condition assessment and the cost associated with the proposed options, the City of Redondo Beach selected the 10 - 15-year repair and maintenance program option. Walker has been awarded several contracts for the development of plans, specifications, and estimates (P, S & E's) to bid the work out to restoration contractors for the Pier Parking Structures. The first round of repairs was performed in 2017 on the South Pier parking structure and the second round of repairs was completed in 2019 on both the South Pier and North Pier structures. It was also conveyed to Walker during our site visits that some repairs were performed on the Plaza Parking Structure as a change order to the previous repair program.

Since 2017, Walker has provided parking structures restoration and maintenance design services for City of Redondo including the following:

- In 2017, the first repair project occurred mainly on the South Pier parking structure, consisting of the
 removal and replacement of traffic coating, isolated concrete floor repairs, concrete ceiling repairs, partial
 concrete beam repairs mainly on spandrels projecting out on the west end of the garage, concrete column
 and wall repairs, replacement of expansion joints, crack and joint treatments, installation of cathodic
 protection at repairs, and a few miscellaneous repairs.
- In 2019, the second repair project occurred, consisting of the installation of new traffic coating, isolated concrete floor repairs, concrete ceiling repairs, partial and full depth concrete beam repairs, concrete

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column and wall repairs, replacement of expansion joints, crack and joint treatments, installation of cathodic protection at repairs, replacement of top-level barrier cables and railing, and some miscellaneous repairs. Most of the repairs primarily focused on the Village level of the North Pier parking structures, and some minor repairs were also carried on the Village level of South Pier parking structure.

OBJECTIVES

The objective of this investigation is to perform an update on the overall condition assessment and provide an opinion of probable cost for the necessary repairs, based on the observed conditions as well as our experience with similar parking structure conditions and repair costs. For this investigation and to meet the objective, we performed the following services:

- 1. Reviewed previous Condition Appraisal Reports prepared by Walker Consultants, dated August 2012 and October 2015 respectively.
- 2. Reviewed Owner Review Construction documents and project specifications prepared by Walker Consultants, dated January 2017.
- 3. Reviewed Construction documents and project specifications prepared by Walker Consultants, dated March 2019.
- 4. Reviewed existing framing plans of the parking structure to aid in our observations.
- 5. Conducted a field evaluation of the parking structure to document the current exposed conditions of the structural and waterproofing elements. This consisted of visual observation as well as limited nondestructive testing to review the following elements: floors, columns, beams, walls, ceilings, façade, and other structural elements.
- 6. Identified potential structural related conditions that require immediate attention.
- 7. Compiled and reviewed all field data to determine possible causes and effects of the documented deterioration.
- 8. Outlined the repair program requirements for a Single-Year AMP.
- 9. Outlined the repair program requirements for a 5-Year AMP.
- 10. Provided an opinion of probable cost for implementing the repairs.
- 11. Phased the work according to priority over a multi-year program to assist with fiscal planning.
- 12. Prepared the current report with a summary of observations, including photographs depicting the areas noted in the report, findings.

The objective of the 5-year Budget Forecast is to provide the City of Redondo Beach with an asset management tool for planning and budgeting of capital expenses over the next 5 years. The 5-year plan recommends restoration capital improvements and work items for this parking facility so that the Owner can maximize the service life of the structure with the least amount of capital cost.

PARKING STRUCTURE DESCRIPTION

South Pier Parking Structure

The South Pier Parking Structure was constructed in 1973 and has experienced 48 years of service life. The parking structure was constructed of cast-in-place conventionally reinforced concrete slabs, beams, girders, and columns. From drawings received, the exposed plaza upper level is referred to as the Village Level, the mid-level is referred to as the Pier Level, and the lowest level is referred to as the Basin Level.

The Village Level has several multi-story wood framed structures used for commercial purposes. Sidewalks and curbs outline a roadway and circular drives throughout the level. The roadway serves as access to the Village





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Level of the North Parking Structure. Signage at the South Pier entrance to the Village Level limits vehicle weight to 6,000 pounds.

Plaza Parking Structure

The Plaza Parking Structure was constructed in 1981 and has experienced 40 years of service life. The structure is constructed of post tensioned cast-in-place concrete slabs, beams, girders, and traditional reinforced columns. From drawings received, the exposed upper parking level is referred to as the Plaza Level, the mid-level is referred to as the Pier Level, and the lowest level is referred to as the Basin Level.

The Plaza Level has concrete planters that contain sod, soil, and lightweight filler material on a waterproofed concrete slab. The waterproofing has a filter fabric and drainage layer. The Plaza Level is used for pedestrian traffic only. Portions of this level have a masonry tile application, grouted in-place. Drains are located along the west perimeter wall. Concrete planters surround the perimeter of the structure at this level on the west and north elevations.

Figure 1 shows an aerial view of the parking structures, and Figures 2 to 8 display the floor plans of the South and Plaza parking structures. Figures 9 to 14 show overall views of the exterior elevations of the parking structures. Figure 15 to 17 shows the recommended locations for traffic coatings.

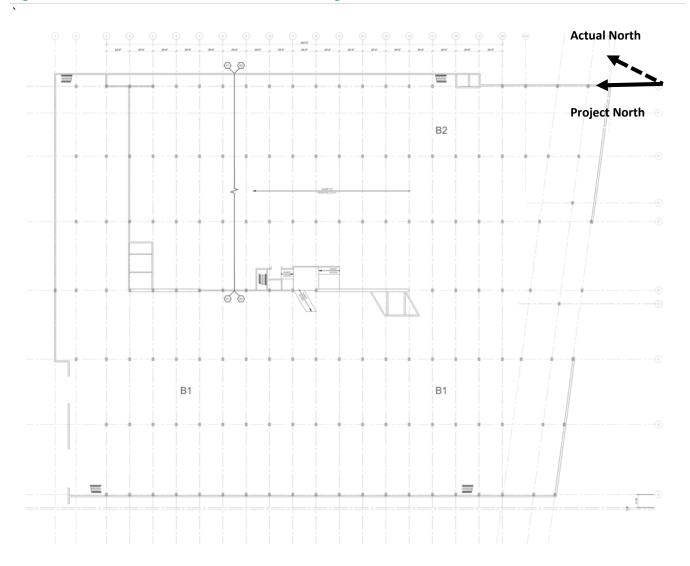


Figure 1 – Aerial view of the parking structures (Google Earth Pro)





Figure 2- Basin Level- Slab on Grade, South Pier Parking Structure





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Figure 3-Lower Pier Level, South Pier Parking Structure

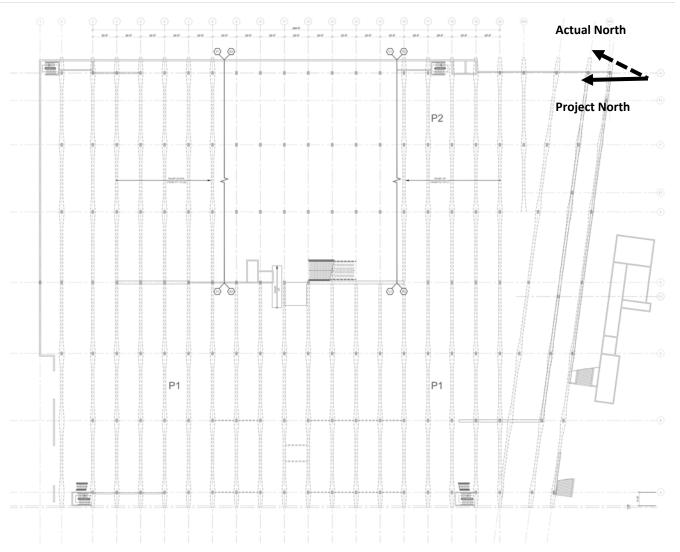




Figure 4- Partial Upper Pier and Lower Village Levels, South Pier Parking Structure

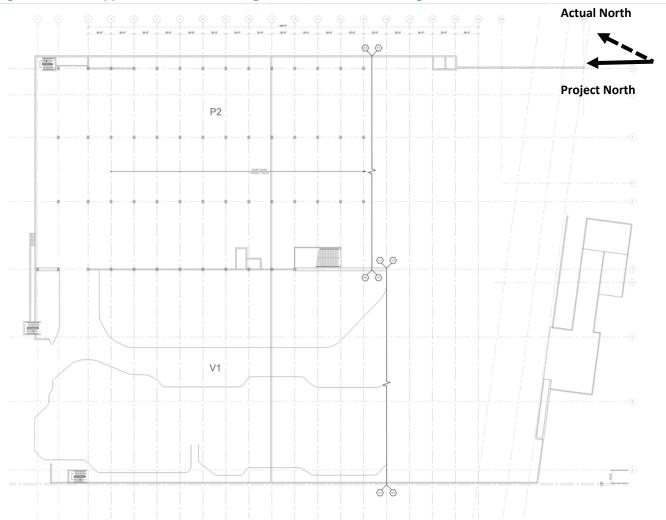




Figure 5- Upper Village and Partial Lower Village Levels, South Pier Parking Structure





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Figure 6- Basin Level, Plaza Parking Structure

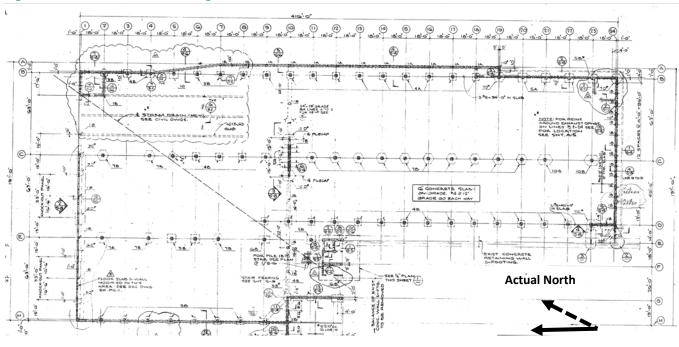


Figure 7- Pier Level, Plaza Parking Structure

Project North

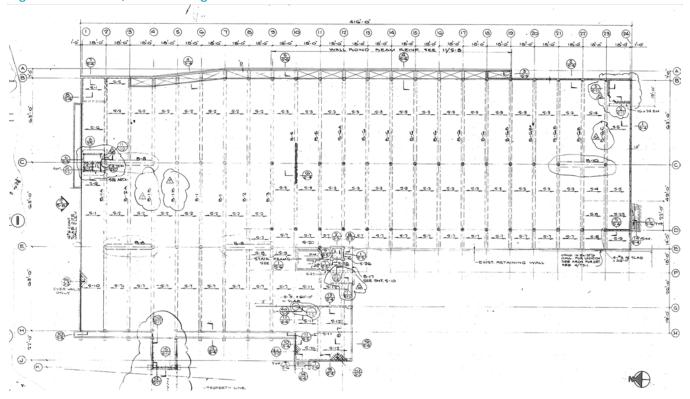




Figure 8- Plaza Level, Plaza Parking Structure

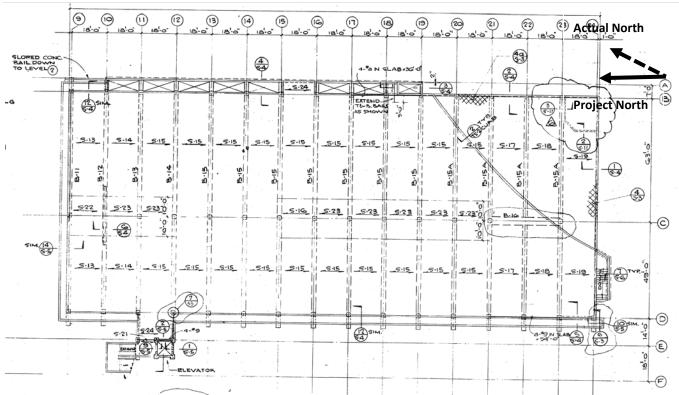




Figure 9- Overview of Village level, (South Pier Parking Structure) (BA1-167)



Figure 10- Partial North elevation, (South Pier Parking Structure) (SH2-71)





Figure 11- Partial West elevation, (South Pier Parking Structure) (SH2-248)



Figure 12– Overview of Plaza level, (Plaza Parking Structure) (BA1-293)





Figure 13– North elevation, (Plaza Parking Structure) (BA1-304)



Figure 14– Partial West elevation, (Plaza Parking Structure) (BA1-290)







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RECOMMENDATIONS

Based on our visual observations, we found the South parking structure to be in *fair* condition and the Plaza parking structure in *good* condition. In the South parking structure, the concrete floors, ceilings, walls, and columns had some level of deterioration that needs to be addressed. Our assessment did identify specific locations where localized deterioration is visible in the structure. The Plaza parking structure is in good condition. The recent repair project has addressed the significant concrete deterioration and restored components of the waterproofing and structural systems. Based on the current condition of the Plaza parking structure, we recommend relatively fewer repair and protection actions. The implementation of these actions will further increase the long-term service life of the structures and improve the City's investment in the property.

To improve the parking structure's current condition, we have developed a Single Year and a 5-year repair program for the facility. The single-year repair program also has a cost associated with performing the recommended repair program shown in Table 1, and the 5-year program has an associated Asset Management Plan (AMP), respectively. The 5-year AMP contains repairs to address the currently deteriorated elements and preventive maintenance to address needs anticipated over the next 5-year period. It is important to note that some work items in the 5-year program, such as recommended repairs on the Village level of the South Pier parking structure, are phased in multiple years. This phasing is provided as an option to the City considering allocated funds per fiscal year. We recommend that the City of Redondo Beach approximate the budget to implement the program over the next 5 years.

As stated above, two options are proposed - the first option is to perform risk management items and isolated structural or waterproofing repairs all in a Single-Year. This repair recommendation cannot address all deterioration or stop future deterioration from developing. Additional repair programs can be implemented after the completion of an initial repair program to extend the life of the structure further. The second option focuses on a Five-Year restoration program with the first-year service life extension program focusing on immediate repairs as well as the necessary repairs to extend the useful service life of the structure.

Please find below our recommendations based on our visual survey, selected impact acoustics survey, previous structural drawings, and documentation provided to us. We also reviewed the 2012 and 2015 Walker reports. The recommendations listed below are in synchronization with the 2012 and 2015 recommendations with relevant updates and editions.

IMMEDIATE REPAIRS - RISK MANAGEMENT

Immediate concerns are defined as items that may reduce pedestrian safety and/or structural integrity if not completed.

Remove all loose and delaminated concrete from the slab and beam underside where delaminated concrete
appears on the surface. Repairs to these areas can be deferred and addressed during the implementation of
the base repair program shown below. Based on Walker's recommendations, the delaminated and loose
concrete was removed by City personnel. It is highly recommended that work should be continued and
included in a regular maintenance program.

RECOMMENDED BASE REPAIRS: YEARS 1-5

Based on our findings, we recommend implementation of a structured restoration plan, including repairs to structural elements, repairs of deterioration of the topping slab, repairs to the parking structure waterproofing systems and improvements to the facility drainage system to manage water runoff within the structure to address structural concerns, reduce future repair costs, and effectively extend the useful service life of the parking structure. The recommended restoration program concentrates on repairs to the deteriorated sections of the

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structure and future protection of its structural components. We recommend implementing the following repairs and maintenance in the next 5 years:

STRUCTURAL ITEMS

South Pier

- Remove and replace existing wearing slab on the Village level.
- Remove and replace existing brick pavers on the Village level.
- Partial and full depth concrete repair of all deteriorated structural slab concrete top and underside surfaces on the Village level.
- Partial and full depth concrete repair of all deteriorated structural slab concrete top and underside surfaces on the Pier level.
- Repair isolated spalling of the beam located below the expansion joint present towards the south side.
- Partial depth concrete beam, column, and wall repair on the Pier and Basin levels.
- Installation of passive cathodic protection systems in all repaired areas.
- Rout and seal unsealed cracks and replace failing crack sealant.
- Removal of all planters on the Village level, install concrete as needed.
- Complete the replacement of the entire fire suppression system of the structure.

Plaza Parking Structure

- Repair damaged P/T beam on the Basin level.
- Repair spalled precast concrete panels on the Village level.
- Repair trip hazards at stair tower landing slab and stair treads.
- Repair of a limited deteriorated structural slab concrete top and underside surfaces and beams/girders on the Pier level. Installation of passive cathodic protection systems.
- Partial depth concrete beam, column wall repair on the Basin level.
- Provide protective paint applications on all mechanical/electrical piping, conduit, and fixtures.

WATERPROOFING WORK ITEM

South Pier

- Install a plaza waterproofing system consisting of a fluid-applied urethane waterproofing membrane with drainage and filter fabric layers on top of the structural slab of the Village level.
- Install waterproofing sheathing along the base perimeters of the building structures on top of the Village level.
- Install new waterproofing coating on the remaining east side and west side of the Pier level.
- Recoat waterproofing membrane on the east side of the Pier level.
- Install supplementary drains and incidental piping in select locations of the Village level slab and/or at planter locations.

<u>Plaza Parking Structure</u>

- Recoat the existing urethane traffic membrane on the exposed portion of the Pier level.
- Install a urethane traffic membrane on the remainder of the Pier level.
- Application of topical corrosion-inhibitor and surface-penetrating sealers on all exposed surfaces that are not coated.
- Waterproofing repairs at tooled joints, cracks, vertical and cove conditions.



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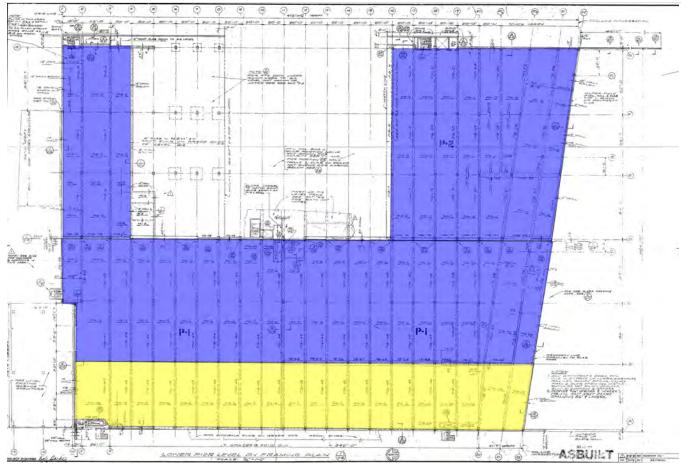
MECHANICAL, ELECTRICAL, AND DRAINAGE WORK ITEMS

• Isolated areas of ponding were observed and should be resolved by either cleaning out the existing drain (if present) or installing a supplementary drain.

MISCELLANEOUS ITEMS

- Clean and paint steel members of all stairs and fencings.
- Repaint traffic markings.

Figure 15— Proposed new traffic membrane and existing traffic membrane locations, Partial South Parking Pier Structure — Pier level



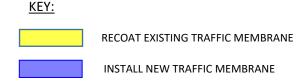
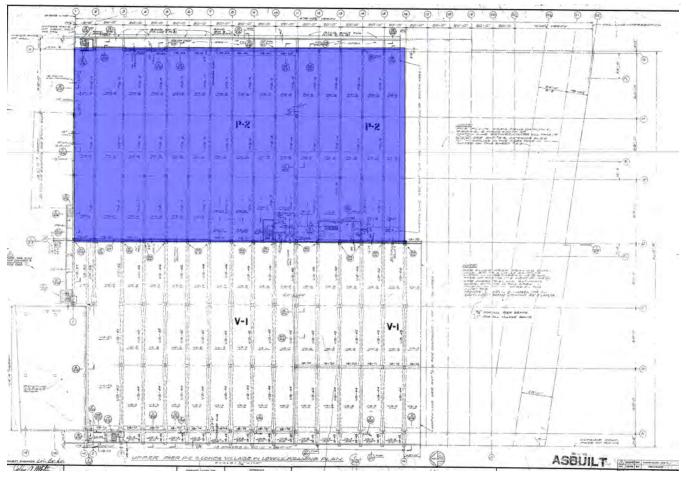




Figure 16— Proposed new traffic membrane and existing traffic membrane locations, Partial South Parking Pier Structure- Pier level



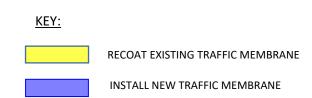
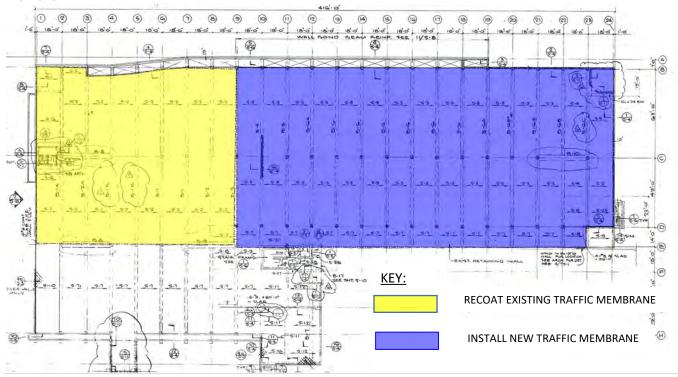




Figure 17— Proposed new traffic membrane and existing traffic membrane locations, Plaza Parking Structure - Pier level



FUTURE PREVENTATIVE MAINTENANCE

Maintenance performed on a regular basis will take full advantage of the structural repairs and waterproofing work. Without maintenance, the facility will not see the expected service life from the structure or the repairs and waterproofing. Typical maintenance includes routine sealing of joints, recoating of wall and floor membranes along with periodic concrete repairs.

Funds for maintenance of the garage should be accrued yearly considering the life expectancies of certain elements such as sealants, coatings, floor membranes, concrete repairs, etc. The life expectancies expressed vary depending on workmanship, quality of materials, use and exposure to elements. After all the work is completed, the supported level should be washed down at least twice a year.

BENEFITS OF TIMELY REMEDIATION

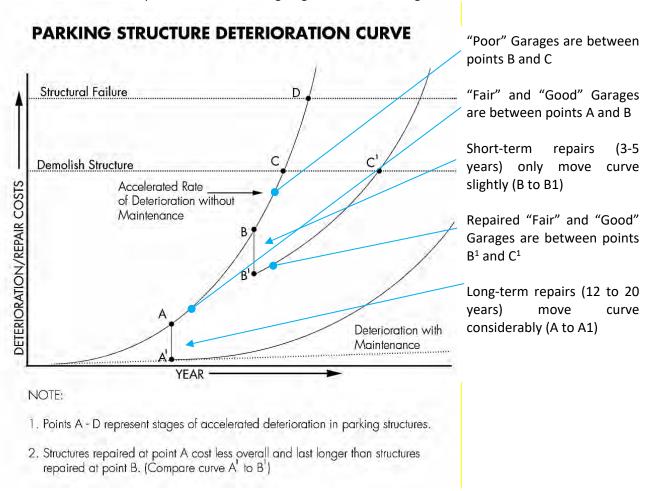
There are many benefits to providing the repair and preventive maintenance program at the earliest feasible time, in addition to the imminent needs of providing the "Immediate Repairs" listed previously.

Long-term delay of repairs significantly increases cost. The cost to repair and maintain this facility will continue to increase at progressively faster rates when deterioration continues as modeled in the following graph. The main benefits from implementing the recommended repairs and waterproofing are:

- Mitigate the infiltration of water and chlorides.
- o Maintain the structural capacity and maintain the service life of the structure.
- Cost savings due to avoidance of structural repairs that are more expensive and facility shutdown.
- Higher levels of service to the users of the facility due to fewer days of downtime because of more extensive structural repairs.



- Provides for a greater degree of safety by inhibiting deterioration mechanisms before they have a chance to cause serious harm.
- Long term delay of repairs significantly increases future costs.
- Less noise and disruption both within the garages and the buildings above.



OPINION OF PROBABLE COSTS

The table below provides our opinion of probable construction costs for the recommended repairs for a Single Year restoration maintenance program. The costs were developed using pricing from our database obtained from similar type projects competitively bid in the Los Angeles area. We anticipate the work would be performed during daytime working hours and the work is phased around an operating garage. Costs for a single year restoration maintenance program are based upon single year construction and do not include inflation and escalation factors typically included for multi-year construction.

According to the American Concrete Institute Committee 362, "Repairing an existing deteriorated structure involves many unknowns, uncertainties and risks. Especially with regard to repair of chloride caused corrosion damage, the process is considered an extension of the useful life of the deteriorated structure. It is not equivalent to building a new structure with current technology."

With the development of repair programs such as in this report, contingency funds must be anticipated and included in any budget for repairs to account for concealed, unknown, or unanticipated conditions. For this type of restoration work, we recommend that a 10% contingency be set aside for potential changes due to unknown



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conditions. This contingency cost is included in the project costs. The cost estimates are based on second Quarter 2022 dollars.

For a detailed breakdown of each repair program, please see Appendix A of this report.

Table 1 – Single year Repair Program-Opinion of Probable Cost

YEAR	BUDGET
2022	\$ 2,145,000
Total	\$ 2,149,500

Recommended Five - Year Repair Program

The table below provides our opinion of probable construction costs for the recommended repairs for a Five-Year restoration maintenance program.

A multi-year phasing scheme has its benefits with respect to capital outlay and phasing of work to maintain greater operation capacity within the facility. Multi-year planning allows the owner to budget capital expenditures annually without creating a significant burden to the budget in any single year. The disadvantage to a multi-year phasing plan is continued degradation of the non-repaired areas. In addition, the cost of the repair program can be expected to grow due to inflation, wage increases, and multiple mobilizations by the contractor.

The following multi-year plan and table outline the effects of inflation, multiple mobilizations, and the growth of deterioration over the multi-year period. Appendix A at the end of this report includes a more detailed cost estimate for this approach.

Table 2 - Five-year Repair program—Opinion of Probable Costs

YEAR	BUDGET
2022	\$ 2,095,000
2023	\$ 3,320,000
2024	\$ 5,016,000
2025	\$ 4,423,500
2026	\$ 296,000
Total	\$ 15,150,500

NOTES:

- Cost opinions are based on historical data and experience with similar types of work and are based on 2022 prices.
- 2. Actual costs may vary due to time of year, local economy, or other factors.
- 3. Cost opinions do not include costs for phasing, inflation, financing or other owner requirements, or bidding conditions.
- 4. Costs have been increased 3% for inflation each year.
- Cost opinions do not include upgrades if it becomes necessary to bring the structure up to current building code requirements, seismic upgrades, or for ADA or similar items.
- 6. The structure has not been reviewed for the presence of, or subsequent mitigation of, hazardous materials including, but not limited to, asbestos and PCB.

NOTE: The budget costs presented are based on historic data. The effects of the COVID-19 pandemic have resulted in changing costs and schedules, therefore, these costs should be considered a rough order of magnitude and used for basic planning purposes. Until the project is designed and bid by a contractor the actual costs may not be realized.



Recommended Ten - Year Repair Program (South Pier Parking Structure)

Per City's request, as an alternative for City to consider, Walker has also developed a Ten-Year repair program for the South Pier parking structure. The opinion costs for the recommended 10- year repair program for the South Pier parking structure is currently \$ 16,970,000 in 2022 dollar. The recommended South Pier parking structure maintenance and repair budget for the next ten years is shown below in Table 3, followed by a detailed breakdown in Appendix A.

Table 3 - Ten-year Repair program (South Pier Parking Structure)-Opinion of Probable Costs

YEAR	BUDGET
2022	\$ 1,967,000
2023	\$ 1,250,000
2024	\$ 1,642,000
2025	\$ 2,067,000
2026	\$ 2,657,000
2027	\$ 2,339,000
2028	\$ 1,886,500
2029	\$ 1,540,000
2030	\$ 152,500
2031	\$ 1,469,000
Total	\$ 16,970,000

IMPLEMENTATION

The outlined repair program can be competitively bid and executed by experienced restoration contractors. The first step in this process is to obtain a quality set of bidding documents prepared by experienced restoration engineers. These documents should be procured to ensure repairs are designed appropriately and quantities are sufficiently estimated to competitively bid the project by restoration contractors.

DISCUSSION

Walker developed the original AMP program for the parking structures in 2012 for the City of Redondo Beach. The AMP is a dynamic plan that is most effective when scheduled maintenance is performed, and the plan is updated periodically. Since 2012, the City of Redondo Beach has engaged Walker to perform updated evaluations and planning in 2015. The City of Redondo Beach has performed isolated concrete and waterproofing repairs between 2017 and 2019 for needed repairs and preventative maintenance on the parking structures. The purpose of this update is to bring the asset management plan up-to-date based on the previously completed work and Walker's observations of the parking structures current condition.

The following discussion section provides a brief explanation of the survey findings to aid in understanding the nature and causes attributing to observed deficiencies, deterioration mechanisms, maintenance problems, and damage which form the basis of our recommendations. Refer to Walker's 2012 and 2015 condition appraisal reports for more information on causes attributed to the observed deficiencies.





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Our primary focus of the condition assessment was to identify and update the 2012 and 2015 Walker findings and accordingly develop updated repair protocols that will keep the structures operational for 10 to 15 additional years. In addition to this, we have developed a Single-year repair program that only includes risk management items and isolated structural or waterproofing repairs as discussed below.

OPTION A: SINGLE-YEAR PROGRAM

This repair option includes risk management items and isolated structural or waterproofing repairs. But, as seen in the above figure, repairs cannot address all deterioration or stop future deterioration from developing. This typical scenario is represented by Curve B in the figure above. As seen in this curve, the repair program can address only some of the deterioration, and new deterioration begins to form in areas that were not repaired and at areas surrounding the repairs due to the galvanic ring anode effect.

Additional repair programs can be implemented after the completion of an initial repair program to extend the life of the structure further. But, because new deterioration is anticipated to develop in areas outside of the previous repairs and the life of concrete repairs performed is typically less than the original construction, each future repair program is anticipated to be larger and more costly.

OPTION B: 5-YEAR PROGRAM

This repair option includes risk management items and addresses structural and waterproofing repairs/upgrades to extend the service life of the structure for a limited period. This repair does partially address the corrosion occurring at the spalled areas. This option includes applying a high-performance waterproofing system on the Village slab of the South Parking structure. This waterproofing system will need minimum maintenance and can extend the service life of the garage beyond 10 - 15 years.

Below, please find a review of the conditions of the Redondo Beach South and Plaza Parking Structure.

IMMEDIATE REPAIRS - RISK MANAGEMENT

We observed spalled and loose concrete on multiple locations on both — Pier and the Village level ceiling of the South parking structure. The loose concrete can get detached and introduce a life safety hazard to pedestrians. Remove all loose and delaminated concrete from the slab and beam underside where delaminated concrete appears on the surface. Repairs to these areas can be deferred and addressed during the implementation of the base repair program shown below. Based on Walker's recommendation, these delaminated and loose concrete were removed by City personnel. It is highly recommended that work should be continued and included in a regular maintenance program. Walker recommends all supported slabs, beams, columns, and walls to be reviewed on a regular basis by visual means and sounded by hammer tapping along spalls. Any overhead spalled areas found are a potential safety hazard. The City should continue to review areas of potentially loose and cracked concrete and remove them before they become an overhead hazard.

STRUCTURAL WORK ITEMS

Concrete deterioration is typically caused by the restrained movement of the structure, water intrusion and corrosion of the embedded reinforcement.

Corrosion of steel is an expansive process. As the corrosion expands in size, the corroded product pushes outward on the surrounding concrete. When the bursting forces exceed the tensile strength of the concrete, cracking, delamination, and eventually spalling occur within the concrete. Concrete deterioration within structural elements (floors, beams, and columns) is a concern because the deterioration could result in a reduction of the load-carrying capacity. Manifested concrete deterioration will frequently lead to an acceleration of the deterioration and increased repair costs.





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Concrete deterioration is especially harmful to the reinforcement contained within. Steel reinforcement is highly susceptible to corrosion, which occurs when iron (steel) is exposed to oxygen and moisture over time. However, when steel is encased in concrete or mortar, the cementitious material provides a protective oxide layer around the steel reinforcement and prevents the corrosion process from occurring. When steel reinforcement corrodes, it expands causing more cracking and spalling which then decreases the passive corrosion resistance. This self-fueling cycle is why it is important to perform repairs as early as feasibly possible to reduce the amount of deterioration the structure experiences.

STRUCTURAL

South Pier Parking Structure

The 2012 and 2015 condition assessments indicated through both observations and material testing that the parking structures are experiencing varying degrees of deterioration. Based on our observations, the condition of the South Pier parking structure has worsened over time. The most likely explanation for this worsening of the structural durability is due to the delay in implementation of the repair recommendations proposed by Walker in 2012 and 2015 condition assessment reports. However, the replacement of the expansion joint on the Village level was a significant step to hinder the water intrusion. We also noticed the repairs performed during the 2017 repair program at the West end of the South parking structure on the spandrel beams seemed to be working well. During the investigation, several regions were identified where fresh concrete spalling was evident mostly on the elevated slabs.

Even though the parking structure is currently in fair condition, corrosion related deterioration was found throughout the structure. The structure has not yet been greatly affected by the occurring corrosion activity and can be repaired and protected now to mitigate further deterioration. If protection and repairs to the structure are again deferred, then the corrosion activity will continue to deteriorate the structure at an accelerated rate. We have proposed two possible options of repairs and protection. See Appendix A for further information.

Most of the concrete deterioration in the South Pier parking structure is related to long-term environmental exposure that has led to corrosion of the embedded reinforcing steel. In typical reinforced concrete structures, the reinforcing steel is protected from corrosion by a high pH layer that the concrete forms around the reinforcing steel. The high pH layer can breakdown over time when the concrete is exposed to carbon dioxide or chlorides. Once the high pH layer has broken down, reinforcing steel corrosion can occur when water and oxygen are present.

To mitigate the potential for reinforcing steel corrosion, we provide a two-part strategy to provide long-term corrosion protection:

- 1. The first part of the corrosion protection strategy is the installation of a waterproof membrane coating on the concrete surfaces (discussed in the following section) to eliminate water penetration into the deck and slow the corrosion process.
- 2. The second part of the corrosion protection strategy involves the application of an electrochemical treatment to counter the remaining corrosion process after the water is shut off.

Plaza Parking Structure

The recent repair project has addressed the significant concrete deterioration and restored components of the waterproofing and building systems. The concrete structural elements within the Plaza parking structure were generally in good condition, with only a few minor isolated areas of spalled or delaminated cover concrete noted in the entire structure. We recommend repairing these areas by removing all loose concrete and concrete immediately surrounding embedded reinforcement, cleaning any corrosion off the embedded reinforcement,





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applying a corrosion-inhibiting coating to the exposed reinforcement, and finishing the area with a high-performance repair mortar to stop the spread of the damage at this early stage. Also, we identified one partially exposed and damaged post-tensioning beam tendon on the Basin level. We recommended repairing the P/T tendon in both proposed repair programs. In addition, concrete stair deterioration was observed. Deteriorated concrete steps can be a trip hazard to pedestrians and should be repaired. We also identified several unsealed cracks on the Pier level with direction parallel to the primary P-T reinforcement. Based on our visual observation, we do not believe these cracks are a structural concern and it is likely that these cracks were present during Walkers last condition assessment and are now visible. We recommend routing and sealing these cracks to keep moisture away from the reinforcement.

WATERPROOFING SYSTEMS

Waterproofing is essential for structures to meet, and in some cases exceed, their intended lifespan especially in structures exposed to acidic environments such as the South Pier and Plaza parking structures. Parking structures are unique in that they are often exposed to the elements and consequently are often overlooked in terms of their waterproofing measures. Cracking, spalling, or exposed joints are all opportunities for moisture intrusion. Concrete itself is a porous material and will inherently allow some moisture to penetrate beyond the surface. Water intrusion is detrimental to the structural integrity and lifespan of a structure, especially for reinforced concrete or steel structures. Waterproofing membranes or sealers are often used in addition to crack and joint sealants to protect the underlying structural elements and prevent water ingress.

South Pier Parking Structure

The Village level consists of a supported deck over the parking structure. The Village level is comprised of topping slab, planters, existing buildings, and brick paved walkways and driveways laid over a structural deck slab. All these components must be thoughtfully designed and detailed to produce a comprehensive and effective system.

Due to the buried and layered nature of the waterproofing elements in similar deck systems, leaks are difficult to discern and locate. It is possible to visually observe leaks through the underside of structural slabs; however, since moisture can migrate laterally above and through the slab, it can be difficult to detect and locate breaches using this method. Test methods such as thermal imaging, and low and high voltage testing exist to provide effective means of locating and repairing leaks within a plaza system.

At the raised sidewalk plaza area, there were several failed sealant joints and unsealed cracks. It is believed that there is a waterproofing system beneath the raised sidewalk. Buried waterproofing systems typically have a life expectancy of 30+ years and can be very costly to replace because they require the removal of the sidewalk. We recommend a program be developed to replace the buried waterproofing system as needed. Our 5-year cost opinion includes full replacement of the plaza waterproofing and concrete topping slab.

Plaza Parking Structure

With the repairs completed under the recent restoration project, the implementation of a preventative maintenance plan provides a programming tool for the City to budget for future maintenance needs of the Plaza parking structure. This preventative maintenance plan focuses on the maintenance cycle of waterproofing items such as traffic membrane, sealants, expansion joints, and other items that protect underlying materials and not day-to-day operational maintenance such as sweeping, trash removal, and cleaning.

With the Plaza parking structure located near the marine environment, the focus of the maintenance will be installing new traffic membrane on the remainder of the Pier level structural slab and recoating the existing traffic coating on the Pier level. Traffic coating also typically sees wear on the high abrasion areas such as sharp turns

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along main travel paths and requires recoating with a texture coat in 6-8 years. Sealants and expansion joints on covered levels typically have a service life of 10-12 years.

OBSERVATIONS

On November 3, 4, and 10, 2021, Walker Consultants performed a condition assessment of the South and Plaza Parking Structures. The assessment consisted of a visual review of representative exposed structural elements (columns, beams, walls,) and waterproofing elements (sealants and expansion joints). Our assessment also included chain dragging and hammer sounding of representative areas to identify concrete delaminations and possible corrosion of the embedded steel reinforcement. In addition, a limited visual review of the structures' façade was performed from the Ground level.

The following conditions were noted. The referenced photographs are included in Appendix B.

South Parking structure

Village Level

- Chain drags sounding of the Village level floor revealed isolated floor deterioration. Sounding the previous floor repairs indicated delamination which indicated that the repairs are not generally performing acceptably. Isolated floor cracks were also observed (Photo 1.1 to 1.5).
- Typical concrete topping deterioration with exposed and corroded reinforcement was observed primarily on the Village level along drive lanes (Photos 1.6 and 1.7).
- Typical Village level soffit slab deterioration and spalls with exposed and corroded reinforcement (Photos 1.8 and 1.9).
- Typical cracked and spalled pavers at Village level (Photos 1.10 and 1.11).
- Expansion joint cover plate bolts were seen projecting out, missing or loose (Photos 1.12 and 1.13).
- Typical deteriorated / spalled concrete planter walls (Photos 1.14).
- Fiber reinforcing wrap on the underside soffit surfaces of the Village level is deteriorated due to the moisture entrapment (Photos 1.15 and 1.16).

Pier Level

- Chain drags sounding of the Pier level floor revealed isolated floor deterioration. Sounding the previous floor repairs indicated delamination which indicated that the repairs are not generally performing acceptably. Isolated floor cracks were also observed (Photo 1.17 and 1.18).
- Typical concrete slab deterioration with exposed and corroded reinforcement was observed primarily on Pier level on the northeastern side (Photos 1.19 to 1.21).
- Isolated slab edge deterioration and spalls with exposed and corroded reinforcement (Photos 1.22 and 1.23).
- Isolated concrete wall delamination and spalling with exposed rebars (Photos 1.24 and 1.25).
- Typical Pier level soffit slab deterioration and spalls with exposed and corroded reinforcement (Photos 1.26 to 1.28).
- Isolated beam deterioration with exposed and corroded reinforcement was observed primarily below the
 expansion joint (running north-south at south end of the garage) with other isolated locations (Photos
 1.29 and 1.30).
- Urethane traffic membrane was observed in poor to fair condition on the West side of the entire Pier level. Most of the high-traffic turning radii has worn surfaces with aggregate roll-out observed (Photos 1.31 and 1.32)

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- The fiber reinforcing wraps with added concrete cover at select columns on the west elevations were observed. Also, some of the underside soffit surfaces of the Pier Level had received fiber reinforcing wrap (Photos 1.33).
- Underside drain piping was corroding (Photo 1.34 and 1.35).

Basin Level

- Typical slab on grade spalls (Photo 1.36 and 1.37).
- Minor isolated concrete spalling was observed at the corners of the interior columns at a few locations on the basement and main parking levels (Photo 1.38).

Stair Towers

There are five stair towers servicing the garage: stair #1, located on the northeast side of the garage; stair #2, located on the southeast side of the garage; stair #3, located on the northwest side of the garage; stair #4, located on the southwest side of the garage; and stair #5, located in the center on the middle spline of the garage. Overall, all stair systems appear in fair to good condition, with the following observed:

- Stair #2, 3, and 4:
 - Stair treads coating are peeled off (Photo 1.39 and 1.40).
- Stair #5:
 - o Corrosion can be seen on all steel railing surfaces (Photo 1.41 and 1.42).

Plaza Parking structure

Plaza Level

- Typical precast concrete spandrel deterioration with exposed and corroded reinforcement (Photo 2.1 and 2.2).
- Missing roof tiles above the stair tower were observed (Photo 2.3).
- Drains were plugged with leaves and minor amounts of trash (Photo 2.4).

Pier Level

- Isolated concrete floor deterioration with exposed and corroded reinforcement was observed primarily on Pier level (Photos 2.5).
- Isolated Pier level soffit slab corner deterioration and spalls with exposed and corroded reinforcement (Photos 2.6 and 2.7).
- Typical floor cracks were also observed (Photo 2.8).
- Typical ceiling cracking was observed parallel to most of the beams of the Pier Level (Photo 2.9)

Basin Level

- Isolated delaminated concrete ceiling (Photo 2.10).
- Isolated delamination on the concrete walls exposing corroded reinforcement (Photo 2.11 and 2.12).
- Concrete stair deterioration was observed (Photo 2.13 and 2.14).
- Isolated damaged P/T rebar of a concrete beam (Photo 2.15).





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Exteriors

- Slab edge spalling and exposed rebar was observed mainly at the southwest end of South Pier parking garage. (Photo 3.1).
- Isolated concrete curb delamination was observed at the south end of South Pier parking garage (Photo 3.2).
- Isolated concrete wall delamination with exposed corroded rebar was observed on the south end of the South Pier parking garage (Photo 3.3).

LIMITATIONS

This report contains the professional opinions of Walker Consultants based on the conditions observed as of the date of our site visit and documents made available to us by the City of Redondo Beach (Client). This report is believed to be accurate within the limitations of the stated methods for obtaining information.

We have provided our opinion of probable costs from visual observations and field survey work. The opinion of probable repair costs is based on available information at the time of our condition appraisal and from our experience with similar projects. There is no warranty to the accuracy of such cost opinions as compared to bids or actual costs. This condition appraisal and the recommendations therein are to be used by Client with additional fiscal and technical judgment.

It should be noted that our renovation recommendations are conceptual in nature and do not represent changes to the original design intent of the structure. As a result, this report does not provide specific repair details or methods, construction contract documents, material specifications, or details to develop the construction cost from a contractor.

Based on the agreed scope of services, the condition appraisal was based on certain assumptions made on the existing conditions. Some of these assumptions cannot be verified without expanding the scope of services or performing more invasive procedures on the structure. More detailed and invasive testing may be provided by Walker Consultants as an additional service upon written request from Client.

The recommended repair concepts outlined represent current generally accepted technology. This report does not provide any kind of guarantee or warranty on our findings and recommendations. Our condition appraisal was based on and limited to the agreed scope of work. We do not intend to suggest or imply that our observation has discovered or disclosed latent conditions or has considered all possible improvement or repair concepts.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements was not part of the scope of this project. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements. Similarly, we have not reviewed or evaluated the presence of or the subsequent mitigation of hazardous materials, including, but not limited to, asbestos, and PCB. In addition, seismic evaluation of the subject parking structure for compliance with the current building code was not part of the scope of this project.

This report was created for the use of Client and may not be assigned without written consent from Walker Consultants. The use of this report by others is at their own risk. Failure to make repairs recommended in this report in a timely manner using appropriate measures for safety of workers and persons using the facility could increase the risks to users of the facility. The client assumes all liability for personal injury and property damage caused by current conditions in the facility or by construction, means, methods, and safety measures implemented during facility repairs. Client shall indemnify or hold Walker Consultants harmless from liability and expense, including reasonable attorney's fees incurred by Walker Consultants as a result of Client's failure to implement repairs or to conduct repairs in a safe and prudent manner.



APPENDIX-A

TABLE A1 - Executive Summary – 5 Year Budget Forecast

Table CS-1 Combined Structures Executive Summary



WORK DESCRIPTION	TOTAL COST	2022			2023	2024	2025	2026
Work Categories								
General Conditions	\$ 1,648,000	\$	228,000	\$	361,000	\$ 545,500	\$ 481,000	\$ 32,500
Structural / Concrete Repairs	\$ 7,060,500	\$	1,149,000	\$	1,717,000	\$ 3,114,500	\$ 1,080,000	\$ -
Waterproofing	\$ 3,646,000	\$	360,000	\$	680,000	\$ 520,000	\$ 2,086,000	\$ -
Stair Tower Repair	\$ 55,000	\$	3,000	\$	-	\$ -	\$ -	\$ 52,000
Mechanical / Electrical / Plumbing	\$ 136,500	\$	-	\$	8,000	\$ -	\$ -	\$ 128,500
Architectural / Miscellaneous	\$ 71,500	\$	-	\$	-	\$ -	\$ 38,500	\$ 33,000
Functional & Accessibility	\$ 5,000	\$	5,000	\$	-	\$ -	\$ -	\$ -
Contingency 10%	\$ 1,264,000	\$	175,000	\$	277,000	\$ 418,000	\$ 369,000	\$ 25,000
Consulting & Engineering Fees	\$ 1,264,000	\$	175,000	\$	277,000	\$ 418,000	\$ 369,000	\$ 25,000
Opinion of Annual Budget (Dollars)	\$ 15,150,500	\$	2,095,000	\$	3,320,000	\$ 5,016,000	\$ 4,423,500	\$ 296,000
Opinion of Annual Budget (Adjusted Future Value)	\$ 16,484,000	\$	2,158,000	\$	3,522,300	\$ 5,481,200	\$ 4,978,800	\$ 343,200



TABLE A1.1 – South Pier Parking Structure – 5 Year Budget Forecast

EM													
0.	WORK DESCRIPTION		R TOTAL COST		2022		2023		2024		2025		2026
1.00	General Conditions	\$	1,555,500	\$	214,000	\$	352,000	\$	545,500	\$	415,000	\$	29,000
1.1	General Conditions / Mobilization	\$	1,555,500		214,000		352,000		545,500		415,000		29,00
	Structural / Concrete Repairs	\$	6,924,500	\$	1,065,000	\$	1,665,000	\$	3,114,500	\$	1,080,000	\$	-
	Partial Depth Concrete Floor Repair - Supported Slabs	\$	1,350,000					\$	1,350,000				
2.2	Partial Depth Concrete Repair - Supported Slabs - PCP	\$	157,500					\$	157,500				
2.3 F	Replacement of Wearing Slab - Village Level Drive Lanes / Parking	\$	1,470,000	\$	630,000	\$	560,000	\$	280,000				
2.4	Concrete Repair - Ceilings	\$	400,000	\$	400,000								
2.5	Concrete Repair - Columns, Beams, Walls	\$	100,000					\$	100,000				
2.6	Concrete Repair - Columns, Beams, Walls and Ceilings - PCP	\$	42,000	\$	35,000			\$	7,000				
2.7	Curbs and Walks	\$	125,000					\$	125,000			Ĺ	
2.8	Remove Planters	\$	25,000			\$	25,000					L	
2.9	Replacement of Wearing Slab - Village Level Walks (Pavers)	\$	1,890,000			\$	630,000	\$	630,000	\$	630,000	Ĺ	
2.10 F	Replacement of Walks - Village Level	\$	1,350,000			\$	450,000	\$	450,000	\$	450,000		
2.11 8	Slab on Grade	\$	15,000					\$	15,000				
3.00	Waterproofing	\$	3,225,000	\$	360,000	\$	680,000	\$	520,000	\$	1,665,000	\$	-
3.1 F	Plaza-Type Waterproofing System - Village Level Drive Lanes	\$	840,000	\$	360,000	\$	320,000	\$	160,000				
	Plaza-Type Waterproofing System - Walks	\$	1,080,000			\$	360,000	\$	360,000	\$	360,000		
	Rout/Seal Cracks	\$	72,000							\$	72,000		
3.4 (Contruction Joint Sealants	\$	37,000							\$	37,000		
	Cove Sealants	\$	30,000							\$	30,000		
	Foundation Waterproofing - Village Level Buildings Bases	\$	126,000							\$	126,000		
	Traffic -Rated Deck Coating - Replace - West Pier Level	\$	640,000							\$	640,000		
	Traffic Coating - Partial East Pier Level	\$	400,000							\$	400,000		
	Stair Tower Repair	s	40,000	s		s		s	-	s		s	40,00
	Paint Stair Structure Frame	\$	20,000	,				*		7		\$	20,00
- 1	Paint Hand Railings	\$	20,000									\$	20,00
	Mechanical / Electrical / Plumbing	\$	117,500	\$		\$		\$		\$		\$	117,500
	New Drain Installation	\$	35,000	T		7		•		7		\$	35,00
	New Piping Installation	\$	35,000									\$	35,00
	Drain Repair/Replacement	\$	12,500									\$	12,50
	MEP Allowance	\$	30,000									\$	30,00
	Clean and Flush Drains/Pipes	\$	5,000									\$	5,00
	Architectural / Miscellaneous	\$	53,000	\$		\$		s		s	20,000	s	33,000
	Paint Ceilings, Walls, and Columns - Spot Repair	\$	30,000								,	\$	30,00
	Repair Timber Railing Posts & Attatchments	\$	3,000									\$	3,00
	Re-Paint Traffic Markings	\$	20,000							\$	20,000	· T	3,00
	Sub Total	\$	11,915,500	\$	1,639,000	\$	2,697,000	\$	4,180,000	-	3,180,000	\$	219,50
	Contingency 10%	\$	1,192,000	\$	164,000	\$	270,000	_	418,000	\$	318,000	\$	22,00
	Consulting & Engineering Fees	¢	1,192,000	\$	164,000		270,000		418,000	\$	318,000	\$	22,00
	Opinion of Annual Budget (2021 Dollars)	\$	14,299,500	\$	1,967,000		3,237,000		5,016,000	\$		\$	263,500
	Opinion of Annual Budget (Adjusted Future Value)	\$	15,542,000	\$	2,026,100		3,434,200		5,481,200		4,295,000		305,500

Note: Future value cost based on inflation; 3% annually



TABLE A1.2 - Plaza Parking Structure – 5 Year Budget Forecast

TEM											
NO.	WORK DESCRIPTION		R TOTAL COST		2022	2023	2024	2025		2026	
	General Conditions	\$	92,500	\$	14,000	9,000	\$ •	\$ 66,000	\$	3,500	
	General Conditions / Mobilization	\$	92,500		14,000	9,000		66,000		3,50	
	Structural / Concrete Repairs	\$	136,000	\$	84,000	\$ 52,000	\$ •	\$ •	\$	-	
	Partial Depth Concrete Stair Repair	\$	75,000	\$	75,000	 	 	 			
	Partial Depth Concrete Repair - PCP	\$	9,000	\$	9,000	 	 	 			
	Concrete Repair - Columns, Beams, Walls and Ceilings	\$	45,000			\$ 45,000	 	 			
	Concrete Repair - Columns, Beams, Walls and Ceilings - PCP	\$	4,500			\$ 4,500	 	 			
2.5	Precast Spandrel Repair	\$	2,500			\$ 2,500					
3.00	Waterproofing	\$	421,000	\$	•	\$ -	\$ •	\$ 421,000	\$	-	
3.1	Expansion Joint Replacement	\$	25,000			 	 	\$ 25,000			
3.2	Rout/Seal Cracks	\$	40,000			 	 	\$ 40,000			
3.3	Construction Joint Sealants	\$	8,000			 	 	\$ 8,000			
3.4	Traffic Topping Membrane	\$	256,000				 	\$ 256,000			
3.5	Traffic Topping Membrane - Recoat	\$	90,000				 	\$ 90,000			
3.6	Cracks (Chemical Grout Injection)	\$	2,000					\$ 2,000			
4.00	Stair Tower Repair	\$	15,000	\$	3,000	\$ -	\$ -	\$ -	\$	12,000	
4.1	Paint Stair Structure Frame	\$	7,000						\$	7,000	
4.2	Paint Hand Railings	\$	5,000						\$	5,00	
4.3	Roof Tiles	\$	3,000	\$	3,000						
5.00	Mechanical / Electrical / Plumbing	\$	19,000	\$		\$ 8,000	\$	\$	\$	11,000	
5.1	Clean Light Fixture Lenses	\$	2,000						\$	2,00	
5.2	Clean and Flush Drains/Pipes	\$	12,000			\$ 8,000			\$	4,00	
	Check CO Monitors	\$	1,000						\$	1,00	
5.4	Light Fixture Replacement	\$	500				 		\$	50	
5.5	Relamp Fixtures	\$	500			 	 	 	\$	50	
5.6	Routine Elevator Maintenance	\$	3,000						\$	3,00	
6.00	Architectural / Miscellaneous	\$	18,500	\$	-	\$ -	\$ -	\$ 18,500	\$	-	
6.1	Paint Ceilings, Walls, and Columns	\$	12,000			 	 	\$ 12,000			
6.2	Reset Parking Bumpers (Wheel stops)	\$	1,500					\$ 1,500			
6.3	Re-Paint Traffic Markings	\$	5,000					\$ 5,000			
7.00	Functional & Accessibility	\$	5,000	\$	5,000	\$ -	\$ -	\$ -	\$	-	
7.1	Repair Broken Tendon Allowance	\$	5,000	\$	5,000						
		5-YEA	R TOTAL COST		2022	2023	2024	2025		2026	
	Sub Total	\$	707,000	\$	106,000	\$ 69,000	\$ -	\$ 505,500	\$	26,50	
	Contingency 10%	\$	72,000	\$	11,000	\$ 7,000	\$ -	\$ 51,000	\$	3,00	
	Consulting & Engineering Fees	\$	72,000	\$	11,000	\$ 7,000	\$ -	\$ 51,000	\$	3,00	
	Opinion of Annual Budget (2021 Dollars)	\$	851,000	\$	128,000	\$ 83,000	\$ •	\$ 607,500	\$	32,50	
	Opinion of Annual Budget (Adjusted Future Value	\$	942,000	\$	131,900	\$ 88,100	\$ -	\$ 683,800	\$	37,70	

Note: Future value cost based on inflation; 3% annually



TABLE A2 - Executive Summary – Single - Year Budget Forecast

Table CS-1 Combined Structures Executive Summary



WORK DESCRIPTION	тс	TAL COST
Work Categories		
General Conditions	\$	234,000
Structural / Concrete Repairs	\$	1,128,500
Waterproofing	\$	400,000
Mechanical / Electrical / Plumbing	\$	15,000
Architectural / Miscellaneous	\$	5,000
Functional & Accessibility	\$	5,000
Contingency 10%	\$	179,500
Consulting & Engineering Fees	\$	179,500
Opinion of Annual Budget (Dollars)	\$	2,149,500



TABLE A2.1 – South Pier Parking Structure – Single Year Budget Forecast

ITEM NO.	WORK DESCRIPTION	2022
1.00	General Conditions	\$ 220,000
1.1	General Conditions / Mobilization	\$ 220,000
2.00	Structural / Concrete Repairs	\$ 1,044,500
2.1	Partial Depth Concrete Floor Repair - Supported Slabs	\$ 450,000
2.2	Partial Depth Concrete Repair - Supported Slabs - PCP	\$ 52,500
2.3	Concrete Repair - Ceilings	\$ 400,000
2.4	Concrete Repair - Columns, Beams, Walls	\$ 100,000
2.5	Concrete Repair - Columns, Beams, Walls and Ceilings - PCP	\$ 42,000
3.00	Waterproofing	\$ 400,000
3.1	Traffic Coating - Partial East Pier Level	\$ 400,000
4.00	Mechanical / Electrical / Plumbing	\$ 15,000
4.1	MEP Allowance	\$ 10,000
4.2	Clean and Flush Drains/Pipes	\$ 5,000
5.00	Architectural / Miscellaneous	\$ 5,000
5.1	Re-Paint Traffic Markings	\$ 5,000
	Sub Total	\$ 1,684,500
	Contingency 10%	\$ 168,500
	Consulting & Engineering Fees	\$ 168,500
	Opinion of Annual Budget (2021 Dollars)	\$ 2,021,500



TABLE A2.2 - Plaza Parking Structure – Single Year Budget Forecast

ITEM NO.	WORK DESCRIPTION		2022
1.00	General Conditions	\$	14,000
1.1	General Conditions / Mobilization	\$	14,000
2.00	Structural / Concrete Repairs	\$	84,000
2.1	Partial Depth Concrete Stair Repair	\$	75,000
2.2	Partial Depth Concrete Repair - PCP	\$	9,000
2.3	Concrete Repair - Columns, Beams, Walls and Ceilings	\$	-
2.4	Concrete Repair - Columns, Beams, Walls and Ceilings - PCP	\$	-
2.5	Precast Spandrel Repair	\$	-
3.00	Stair Tower Repair	\$	3,000
3.1	Roof Tiles	\$	3,000
4	Functional & Accessibility	\$	5,000
4.1	Repair Broken Tendon Allowance	\$	5,000
		5-YI	EAR TOTAL COST
	Sub Total	\$	106,000
	Contingency 10%	\$	11,000
	Updated Condition Assessment	\$	-
	Consulting & Engineering Fees	\$	11,000
	Opinion of Annual Budget (2021 Dollars)	\$	128,000

June 6, 2022

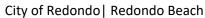


WC PROJECT No. 37-009397.00

TABLE A3— South Pier Parking Structure — Ten Year Budget Forecast

ITEM		10-YEAR T	OTAL																				
NO.	WORK DESCRIPTION	COS		2	2022		2023	20	024		2025		2026		2027		2028		2029	2	030		2031
	General Conditions		846,000		214,000		136,000		178,500		225,000				254,500	\$	205,000	\$	167,500		16,500		160,000
	General Conditions / Mobilization		846,000		214,000		136,000		178,500		225,000		289,000			\$	205,000	\$	167,500		16,500		160,000
2.00	Structural / Concrete Repairs		678,500		1,065,000		585,000	\$ 1,	029,500	\$	648,000		1,150,500				1,150,500	\$	899,500	\$	-	\$	_
	Partial Depth Concrete Floor Repair - Supported Slabs	\$ 1,	921,000					\$	450,000			\$	450,000	\$	346,000	\$	450,000	\$	225,000				
2.2	Partial Depth Concrete Repair - Supported Slabs - PCP	\$	231,500					\$	52,500			\$	52,500	\$	47,500	\$	52,500	\$	26,500			***************************************	
2.3	Replacement of Wearing Slab - Village Lev el Driv e Lanes / Parking	\$ 1,	470,000	\$	630,000	\$	560,000	\$	280,000														
	Concrete Repair - Ceilings		500,000		400,000										100,000								
2.5	Concrete Repair - Columns, Beams, Walls	\$	100,000					\$	100,000														
2.6	Concrete Repair - Columns, Beams, Walls and Ceilings - PCP	\$	51,000	\$	35,000			\$	7,000					\$	9,000								
	Curbs and Walks	\$	125,000						125,000														
2.8	Remov e Planters	\$	25,000			\$	25,000																
2.9	Replacement of Wearing Slab - Village Level Walks (Pavers)	\$ 1,	890,000							\$	378,000	\$	378,000	\$	378,000	\$	378,000	\$	378,000				
L	Replacement of Walks - Village Level	\$ 1,	350,000							\$	270,000	\$	270,000	\$	270,000	\$	270,000	\$	270,000				
2.11	Slab on Grade	\$	15,000					\$	15,000														
3.00	Waterproofing	\$ 4,	265,000	\$	360,000	\$	320,000	\$	160,000	\$	841,000	\$	576,000	\$	536,000	\$	216,000	\$	216,000	\$	-	\$ 1	1,040,000
3.1	Plaza-Type W atemproofing System -Village LevelDrive Lanes		840,000	\$	360,000	\$	320,000	\$	160,000														
3.2	Plaza-Type W atemproofing System - W alks	\$ 1,	080,000							\$	216,000		216,000		216,000	\$	216,000	\$	216,000			,	
3.3	Rout/SealCracks	\$	72,000							\$	72,000												
3.4	Contruction Joint Sealants	\$	37,000							\$	37,000												
ļ	Cove Sealants	\$								\$	30,000												
· · · · · · · · · · · · · · · · · · ·	Foundation W aterproofing -V illage LevelBuildings Bases		126,000							\$	126,000												
·	Traffic -Rated Deck Coating - Replace - West Pier Level									\$	240,000				160,000								640,000
	Traffic Coating - Partial East Pier Level	\$	800,000							\$	120,000	\$	120,000		160,000							\$	400,000
· · · · · · · · · · · · · · · · · · ·	Stair Tower Repair	\$	80,000	\$	-	\$	-	\$	-	\$	-	\$	40,000	\$	-	\$	-	\$	-	\$	40,000	\$	-
J	PaintStairStructureFrame	\$	40,000									\$	20,000							\$	20,000		
1	PaintHand Railings	\$	40,000									\$	20,000							\$	20,000		
L	Mechanical / Electrical / Plumbing	\$	187,500	\$	-	\$	-	\$	-	\$	-	\$	117,500	\$	-	\$	-	\$	-	\$	70,000	\$	-
	New Drain Installation	 \$	70,000									\$	35,000					~~~~		\$	35,000	manananaar	
	New Piping Installation	\$ 	35,000									\$	35,000										
·	Drain Repair Replacement	\$										_	12,500							ф.	20,000	.woonnoonnoon	***************************************
	MEP A lbw ance	,	60,000									\$	30,000							\$	30,000		
	Cean and Flish Drains Pipes	D	10,000	Φ.		Φ.		Φ.		Φ.	0.000	\$	5,000	Φ.	0.000	Φ.		Φ.		\$	5,000	Φ.	24.000
	Architectural / Miscellaneous	+ •	81,000 30,000	\$	-	\$	-	\$	-	\$	8,000	\$	41,000 30,000	\$	8,000	\$	-	\$	-	\$	-	\$	24,000
J	PaintCeilings,Walls,and Columns -SpotRepair RepairTimberRailing Posts & Attatchments	[‡]	3,000									\$ \$	3,000					~~~~~		****************			
	Re-PaintTraffic Markings	φ	48,000							ф	8,000		8,000	\$	8,000								24,000
0.5	Re rancimine mainings	ļ ^v								Ψ		Ψ				 -						Ψ	
ļ		10-YEAR TOTA	10-YEAR TOTAL COST		2022		2023	2	024		2025		2026		2027		2028		2029	- 2	2030		2031
	Subtotal (Pre - General Conditions)	\$ 12,	292,000	\$ 1	1,425,000	\$	905,000	\$ 1,	189,500	\$	1,497,000	\$	1,925,000	\$ 1	,694,500	\$	1,366,500	\$ 1	1,115,500	\$	110,000	\$ 1	1,064,000
	Sub Total	\$ 14,	138,000	\$ 1	1,639,000	\$	1,041,000	\$ 1,	368,000	\$	1,722,000	\$	2,214,000	\$ 1	,949,000	\$	1,571,500	\$ ^	1,283,000	\$	126,500	\$ 1	1,224,000
	Contingency 10%	\$ 1,	416,000	\$	164,000	\$	104,500	\$	137,000	\$	172,500	\$	221,500	\$	195,000	\$	157,500	\$	128,500	\$	13,000	\$	122,500
	Consulting & Engineering Fees		416,000	\$	164,000	\$	104,500	\$	137,000	\$	172,500	\$	221,500	\$	195,000	\$	157,500	\$	128,500	\$	13,000	\$	122,500
	Opinion of Annual Budget (2022 Dollars)	\$ 16,	970,000	\$ 1	1,967,000	\$	1,250,000	\$ 1,	642,000	\$	2,067,000	\$	2,657,000	\$ 2	2,339,000	\$	1,886,500	\$	1,540,000	\$	152,500	\$ 1	1,469,000
	Opinion of Annual Budget (Adjusted Future Value)	\$ 19,	214,000	\$ 1	1,967,000	\$	1,287,500	\$ 1,	742,000	\$	2,258,700	\$	2,990,500	\$ 2	2,711,600	\$	2,252,600	\$	1,894,100	\$	193,200	\$ 1	1,916,800







APPENDIX-B



June 06, 2022

1. SOUTH PIER PARKING STRUCTURE



Photo 1.1- Concrete delamination, Village level (BA1-50)



Photo 1.2- Concrete delamination, Village level (SH1-167)





Photo 1.3- Delaminated previous repair, Village level (BA1-111)





Photo 1.4- Cracks on concrete floor slab, Village level (SH1-165)





Photo 1.5- Cracks on concrete floor slab, Village level (BA1-80)





Photo 1.6- Exposed rebar on floor, Village level (SH1-168)





Photo 1.7- Exposed rebar on floor, Village level (SH1-180)



Photo 1.8- Soffit slab deterioration and spalls with exposed reinforcement, Village level (SH1-8)





Photo 1.9- Soffit slab deterioration and spalls with exposed reinforcement, Village level (MM1-52)



Photo 1.10- Typical spalled and cracked pavers, Village level (BA1-113)





Photo 1.11- Typical spalled and cracked pavers, Village level (SH1-190)



Photo 1.12- Expansion joint cover plate bolts projecting out, Village level (BA1-139)





Photo 1.13- Expansion joint cover plate bolts projecting out, Village level (SH1-185)



Photo 1.14- Typical spalled concrete planter walls, Village level (BA1-58)





Photo 1.15- Deteriorated fiber reinforcing wrap, Village level (SH1-88)



Photo 1.16- Deteriorated fiber reinforcing wrap, Village level (SH1-96)





Photo 1.17- Concrete delamination, Pier level (SH2-7)



Photo 1.18- Concrete delamination, Pier level (SH2-21)





Photo 1.19- Exposed rebar on floor, Pier level (SH2-8)



Photo 1.20- Exposed rebar on floor, Pier level (SH2-17)





Photo 1.21- Concrete spalling at slabs, Pier level (SH2-10)



Photo 1.22- Isolated slab edge spall, Pier level (MM1-129)





Photo 1.23- Isolated slab edge spall, Pier level (SH1-198)



Photo 1.24- Exposed rebar on wall, Pier level (SH1-117)





Photo 1.25- Exposed rebar on wall, Pier level (SH1-118)

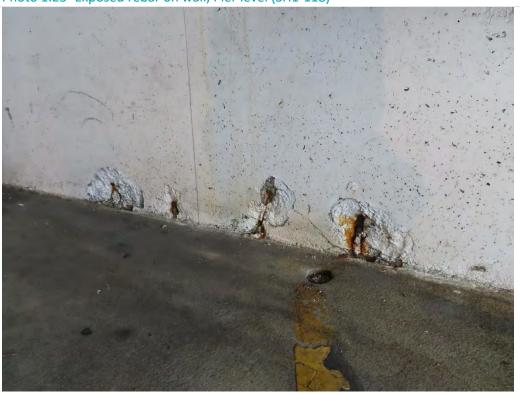


Photo 1.26- Soffit slab deterioration and spalls with exposed reinforcement, Pier level (SH1-258)



Photo 1.27- Soffit slab deterioration and spalls with exposed reinforcement, Pier level (SH2-58)



Photo 1.28- Soffit slab deterioration and spalls with exposed reinforcement, Pier level (SH1-249)





Photo 1.29- Concrete beam spalling below the expansion joint, Pier level (MM1-45)



Photo 1.30- Concrete beam spalling below the expansion joint, Pier level (MM1-46)





Photo 1.31- Compromised traffic membrane, Pier level (SH1-52)





Photo 1.32- Compromised traffic membrane, Pier level (SH1-48)





Photo 1.33- Fiber reinforcing wraps with added concrete cover, Basin level (SH1-271)





Photo 1.34- Corroded drainpipe, Pier level (MM1-33)





Photo 1.35- Corroded drainpipe, Pier level (MM1-82)



Photo 1.36- Deteriorated slab on grade, Basin level (SH2-44)



Photo 1.37- Deteriorated slab on grade, Basin level (SH2-48)



Photo 1.38- Isolated concrete column spalls, Basin level (SH1-241)





Photo 1.39- Typical stair coating worn off, (SH2-88)





Photo 1.40- Typical stair coating worn off, (SH2-118)





Photo 1.41- Corroded stair railing, (SH2-103)

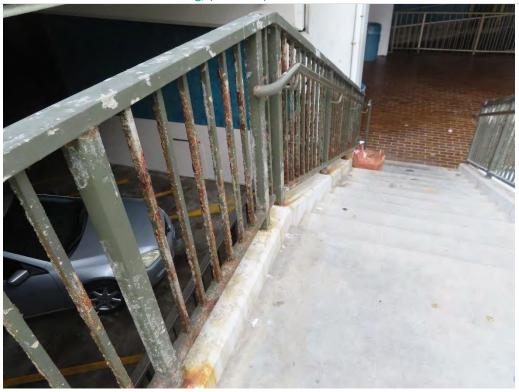


Photo 1.42- Corroded stair railing, (SH2-104)



June 06, 2022

2.PLAZA PARKING STRUCTURE

Photo 2.1- Spalled precast concrete spandrel with exposed rebar, Plaza level (SH2-265)



Photo 2.2- Spalled precast concrete spandrel with exposed rebar, Plaza level (SH2-266)





Photo 2.3- Missing roof tiles on the stair tower, Plaza level (SH2-130)



Photo 2.4- Clogged drains, Plaza level (SH2-267)



Photo 2.5- Exposed rebar on floor, Pier level (SH2-155)



Photo 2.6- Soffit slab deterioration and spalls with exposed reinforcement, Pier level (BA1-326)

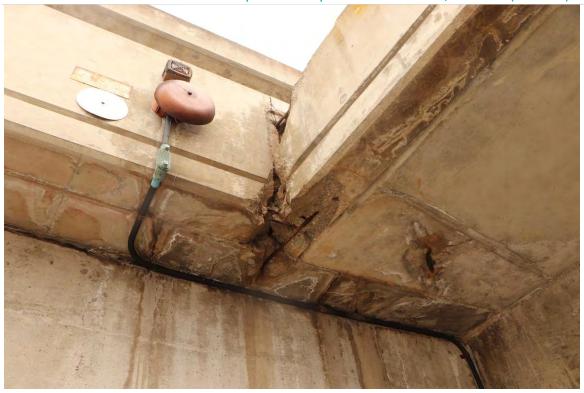




Photo 2.7- Soffit slab deterioration and spalls with exposed reinforcement, Pier level (BA1-327)





Photo 2.8- Cracks on concrete floor slab, Pier level (SH2-151)





Photo 2.9- Cracks underside of concrete slabs, Pier level (BA1-319)



Photo 2.10- Concrete spalling underside the slabs, Pier level (SH2-185)





Photo 2.11- Exposed rebar on wall, Basin level (SH2-166)





Photo 2.12- Exposed rebar on wall, Basin level (SH2-198)





Photo 2.13- Damaged concrete stair treads and risers, (SH2-206)



Photo 2.14- Damaged concrete stair treads and risers, (SH2-209)





Photo 2.15- Damaged beam P/T rebar, Basin level (SH2-174)



June 06, 2022

3.EXTERIORS



Photo 3.1- Exposed and corroded rebar, Exterior - South elevation (SH2-252)



Photo 3.2- Exposed and corroded rebar, Exterior - South elevation (SH2-257)





Photo 3.3- Concrete delamination, Exterior - South elevation (SH2-262)







Administrative Report

L.3., File # 22-4338 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER PROPOSED USER FEE AMENDMENTS FOR THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC-2206-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT USER FEES

ADOPT BY TITLE ONLY RESOLUTION NO. CC- 2206-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PUBLIC WORKS DEPARTMENT USER FEES

PROCEDURES:

- a. Open Public Hearing, take testimony; and
- b. Close Public Hearing; and
- c. Adopt by title only Resolution No. CC- 2206-042; and
- d. Adopt by title only Resolution No. CC- 2206-043.

EXECUTIVE SUMMARY

The City strives to maintain the community's quality of life through the excellence of our municipal services. To preserve the City's ability to provide these services, selected fees covering costs are proposed for update. While the City consistently looks for ways to trim costs, it must also regularly review the City's fees and possibly adjust fees to reflect each service's delivery expenses. Proposed for City Council consideration are adjustments to Public Works and Community Development Department fees.

BACKGROUND

In order to most accurately reflect the delivery cost for the various services provided by the City, the fees charged by City Departments are regularly reviewed. At this time, fees associated with services provided by the Public Works and Community Development Departments are proposed for adjustment. The fee adjustments identified for FY 2022-23 consideration are as follows:

Community Development Department

Per Decision Package #1 - Increase Community Development Department Fees by 3%. An increase to the Community Development Department Fees of 3% is requested to adjust for higher department

L.3., File # 22-4338 Meeting Date: 6/21/2022

operating costs. The increase will be reflected in the proposed master fee schedule update and is anticipated to increase General Fund revenues by 112,750 annually. Recommended is an ongoing increased adjustment to General Fund

Revenues in the amount of \$112,750.

Per Decision Package #2 - Fee Adjustment for Plan Check of Commercial Tenant Improvements. The current Planning Division plan check fee for commercial tenant improvement projects is a flat rate of \$110, regardless of project size. Projects of larger scope, like commercial tenant improvements, currently pay the same rate as smaller projects. Adjusting the fee to 10% of the building permit cost would make the fee reflective of overall project valuation and would align with industry standards. The rate adjustment is projected to increase General Fund revenues by \$10,000 annually and would be included in the proposed master fee schedule update. Recommended, is an ongoing increased adjustment to General Fund Revenues in the amount of \$10,000.

Public Works Department

Per Decision Package #3 - Establish a Flat Outdoor Dining Fee, assessed monthly, of \$2 per Square Foot (SF) for Use of City Owned Street Right-of-Way. Historically, the City has charged a fee for encroachment permits that would allow restaurants to offer outdoor dining to patrons. The onset of the COVID-19 pandemic forced the closure of most dining establishments. Once permitted to reopen, restaurants were limited to only serving customers outdoors. In an effort to support the local business community, the City waived all fees associated with establishing sidewalk and parklette dining. As the City emerges from the pandemic, and as restaurants are now permitted to have indoor dining at full capacity, the City must seek to recoup funds for the use of public right-of-way for this purpose. Recommended is a monthly \$2/SF fee for occupation of street right-of-way (which includes sidewalks and roadways) for restaurant use. If implemented as part of the master fee schedule update, the fee is estimated to generate approximately \$410,300 in ongoing revenue for the City's General Fund assuming all current restaurant use continues. Recommended, is an ongoing increased adjustment to General Fund Revenues in the amount of \$410,300.

COORDINATION

Communication of the Public Hearing for the proposed user fee revisions has been conveyed to the public through the publication of a Public Hearing Notice in the Easy Reader, at City Hall, and on the Financial Services webpage.

Under the direction of the City Manager's Office, the Community Development, Public Works, and Financial Services Departments participated in the preparation of the proposed fee amendments. The resolutions were approved as to form by the City Attorney's Office.

FISCAL IMPACT

Department	Fund	Estimated Additional Annual Revenue
Community Dev. Dept.	General Fund	\$122,750
Public Works	General Fund	\$410,300
Total		\$533,050

L.3., File # 22-4338 Meeting Date: 6/21/2022

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Attachment 1 Resolution Amending Community Development Dept. User Fees
- Attachment 2 Resolution Amending Public Works Dept. User Fees



Administrative Report

L.3., File # 22-4338 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: JENNIFER PAUL, FINANCE DIRECTOR

TITLE

PUBLIC HEARING TO CONSIDER PROPOSED USER FEE AMENDMENTS FOR THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS

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L.3., File # 22-4338 Meeting Date: 6/21/2022

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L.3., File # 22-4338 Meeting Date: 6/21/2022

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Attachment 1 Resolution Amending Community Development Dept. User Fees
- Attachment 2 Resolution Amending Public Works Dept. User Fees

RESOLUTION NO. 2206-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT USER FEES

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City of Redondo Beach ("City") has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Community Development Department user fees was approved following a public hearing held before the City Council on the 21st day of June, 2022.

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

SECTION 1. Certain user fees of the Community Development Department are hereby amended as provided in Exhibit "A" to compensate the City for the costs of providing the services and/or mitigating an impact as described in this resolution. Exhibit "A" is incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective August 1, 2022.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

PASSED, APPROVED AND ADOPTED this 21st day of June, 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)
Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2206-042 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 21st day of une, 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:
YES:
IOES:
BSENT:
BSTAIN:
Eleanor Manzano, CMC City Clerk

Exhibit "A"

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
	Planning Division					Planning
	Administrative Design Review					
1.	Single-Family, Additions, Commercial Remodels, Signs, Etc.	No Charge	No Charge	Each	2020	
2.	New Development Containing 2-3 Units on a Lot	2,250.00 Plus 675.00 Per Unit	2,185.00 Plus 655.00 Per Unit	Each	2020	
3.	Multi-Family Residential	2,250.00 Plus 675.00 Per Unit	2,185.00 Plus 655.00 Per Unit	Each	2020	
4.	Non-Residential Under 10,000 Square Foot Floor Area	5,295.00	5,140.00	Each	2020	
5.	Non-Residential Over 10,000 Square Foot Floor Area	13,300.00	12,915.00	Each	2020	
6.	Review of Additions, Overlap Parking and/or Signs	1,110.00	1,090.00	Each	2020	
	Appeals					
7.	Appeals Appeal of Decision by Director to Planning Commission	540.00	525.00	Each	2020	
8.	Appeal of Administrative Design Review/Decision by Director to Planning Commission	540.00	525.00	Each	2020	
9.	Appeal of Administrative Design Review to Planning Commission for New Development Containing 2-3 Units on a Lot	720.00 Plus 720.00 Per Unit (To be Paid by Applicant)	700.00 Plus 700.00 Per Unit (To be Paid by Applicant)	Each	2020	
10.	Appeal of Planning Commission Decision to City Council	25% of Original Application Fee to a Max of 500.00	25% of Original Application Fee to a Max of 500.00	Each	2020	
11.	Business License Administrative Appeal	540.00	525.00	Each	2020	
	Change of Land Use District/Zoning Map Amendment					
12.	Property Outside City's Coastal Zone	5,400.00	5,245.00	Each	2020	
13.	Property Within City's Coastal Zone	7,885.00	7,655.00	Each	2020	
	Coastal Development Permit					
14.	Public Hearing Waiver	335.00	325.00	Each	2020	
15.	Public Hearing	1,575.00	1,530.00	Each	2020	
	Conditional Use Permit					
16.	Category 1 - All Uses Except Multi-Family Residential	3,145.00	3,055.00	Each	2020	
17.	Category 2 - Multi-Family Residential and Condominium Projects	3,147.00 Plus 1,318.00 Per Unit	3,055.00 Plus 1,280.00 Per Unit	Each	2020	

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
18.	Category 3 - Condominium Conversion	3,147.00 Plus 1,318.00 Per Unit	3,055.00 Plus 1,280.00 Per Unit	Each	2020	
19.	Development Agreement	Actual Cost	Actual Cost	Each	2020	Planning
	Environmental Review Fees					
20.	Initial Study and Negative Declaration	2,030.00 plus Contract Cost	1,970.00 plus Contract Cost	Each	2020	
21.	Initial Study and Mitigated Negative Declaration	2,255.00 plus Contract Cost	2,190.00 plus Contract Cost	Each	2020	
22.	Environmental Impact Report (EIR)	Actual Cost plus 2,255 adminstrative cost	Actual Cost	Each	2020	
23.	Contract Administration Charge for EIR Consultant	Actual Cost	Actual Cost	Each	2020	
24.	Supplemental Fee for Environmental Analysis Based on Prior EIR or Master/Program EIR	1,800.00	1,750.00	Each	2020	
ŀ	Plan Check Fees					
25.	New Development	50% of Building Permit Fee	50% of Building Permit Fee	Each	2020	
26.	Additions of Floor Area to Existing Development	50% of Building Permit Fee	50% of Building Permit Fee	Each	2020	
27.	Commercial Tenant Improvements	10% of Building Permit Fee	110.00	Each	2020	
28.	Structures Other Than Buildings (e.g., Fences, Walls, Signs)	110.00	110.00	Each	2020	
ŀ	NI ID I (D'					
29.	Planned Development Review In Conjunction With Establishment of Overlay Zone ³	5,400.00	5,245.00	Each	2020	
30.	In Conjunction With Establishment of Overlay Zone Within the City's Coastal Zone	7,885.00	7,655.00	Each	2020	
31.	Addition/Substantial Alteration to an Existing Development	1,575.00	1,530.00	Each	2020	
	Planning Commission Design Review					
ŀ	Review of New Construction					
32.	Multi-Family Residential	3,150.00	3,060.00	Each	2020	
33.	Non-Residential Under 10,000 Square Foot Floor Area	3,150.00	3,060.00	Each	2020	
34.	Non-Residential 10,000 - 49,999 Square Foot Floor Area	12,600.00	12,300.00	Each	2020	
35.	Non-Residential 50,000 Square Foot or More Floor Area	25,300.00	24,600.00	Each	2020	

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
2.5		225.00	222.00	-	2020	
36.	Planning Re-Inspection Fee	225.00	220.00	Each	2020	
37.	Pre-Application Fee	No Change	695.00	Each	2020	
	Prior Discretionary Approval					
38.	Amendment	1,575.00	1,530.00	Each	2020	Planning
39.	Extensions ^o	675.00	655.00	Each	2020	
Ī	Subdivisions					
40.	Parcel Map	1,575.00	1,530.00	Each	2020	
41.	Tract Map	2,440.00	2,370.00	Each	2020	
42.	Lot Line Adjustment	1,575.00	1,530.00	Each	2020	
	Other Planning Fees					
43.	Variance	3,150.00	3,060.00	Each	2020	
44.	Modification	900.00	875.00	Each	2020	
45.	Administrative Use Permit (AUP) Fee for Personal Improvement Services	1,650.00	1,530.00	Each	2020	
46.	Wireless Telecommunications Facilities Supplemental Application	3,150.00 Plus 1,310.00 Per Supplemental Application	3,060.00 Plus 1,275.00 Per Supplemental Application	Each	2020	
47.	Zoning Compliance Report	225.00	220.00	Each	2020	
48.	Planning/Zoning Code W/Cover	0.17	0.16	Each	2020	
49.	Planning/Zoning Code Yearly Supplements	0.17	0.16	Each	2020	
50.	General Plan	53.00	52.00	Each	2020	
51.	Harbor/Civic Center Specific Plan	17.00	16.00	Each	2020	
52.	Temporary Use Permit	225.00	220.00	Each	2020	
53.	Temporary Use Permit for Watersport Instruction and Equipment Rental	No change	1,000.00	Each/Per Month	2020	
54.	Temporary Banners - Private Property	70.00	68.00 Plus 200.00 Refundable Deposit	Each	2020	
	A D MARIE D					
ľ	Massage Permit Application Fee	275.00	265.00	F1	2020	
55.	Business Location	275.00	265.00	Each	2020	
ŀ	Entertainment Permit					

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
56.	Level I	360.00	350.00	Each	2020	
57.	Level II	790.00	765.00	Each	2020	
58.	Renewal - Level I and Level II	200.00	195.00	Each	2020	
	Tobacco Retail Permits					
59.	Tobacco Retail Permit	No Change	250.00	Each	2020	↓
						Planning
	Preservation Fees					
60.	Landmark Designation or District Addition	No Change	No Fee	Each	2020	
61.	Certificate of Appropriateness- Restoration or Addition	No Change	No Fee	Each	2020	
62.	Mills Act Contracts	No Change	No Fee	Each	2020	
63.	Historic Variance	2,500.00	2,445.00	Each	2020	
64.	Certificate of Appropriateness - Demolition or List Removal	5,000.00	4,930.00	Each	2020	
	Plan and Data Maintenance Fees					
65.	General Plan	No Change	100,000.00 Per Year - 1.70 Per 1,000.00 Valuation	Each	2020	↓
	Building Division					Building
	Miscellaneous Fees/Charges					
1.	Address Change	No change	995.00	Each	2020	
2.	Certificate of Occupancy	Included in Permit Fee	Included in Permit Fee	Each	2020	
3.	Certificate of Occupancy (Temporary)	Included in Permit Fee	Included in Permit Fee	Each	2020	
4.	Appeals of Administrative Decision Board of Appeals "Uniform Codes, Disabled Access Appeals Board"	600.00	580.00	Each	2020	
5.	Deputy Inspector Certification Registration	170.00	165.00	Each	2020	
6.	Grading Refundable Bond			Each	2020	
7.	Job Card Replacement	108.00	105.00	Each	2020	
8.	Report of Residential	135.00	130.00	Each	2020	
9.	Report of Residential - Expedited Additional Fee	210.00	205.00	Each	2020	

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
10.	State Energy Plan Check Fee	No change	25% of Building Check Fee as Allowed by Section 25402.0 of Public Resources Code	Each	2020	
11.	Construction Site Sign	88.00	85.00	Each	2020	
	Inspection Fees					
12.	Inspection Outside Normal Business Hours (Minimum 2 - Hour Charge)	125.00	120.00	Per Hour	2020	Building
13.	Re-Inspection Fees Assessed Under Provisions of Section 305(G)	195.00	190.00	Flat Rate	2020	
14.	Inspections for Which No Fee is Indicated (Minimum 1 - Hour Charge)	180.00	175.00	Per Hour	2020	
ľ	Plan Check/Review Fees					
15.	Plan Review Fee/Plan Review Revision Fee	100% of Building Permit Fee and for Revisions 133.00 Per Hour	100% of Building Permit Fee and for Revisions 130.00 Per Hour	Each	2020	
16.	Plan and Permit Retention Fee	No change	1.20	Per Page	2020	
17.	Accelerated Plan Review	No change	50% of Plan Check Fee	Each	2020	
18.	Disability Plan Review and Permit Fees	No change	10% of Building Permit Fee	Each	2020	
19.	50 Cubic Yards or Less	139.00	135.00	Each	2020	
20.	51 to 100 Cubic Yards	210.00	205.00	Each	2020	
21.	101 to 1,000 Cubic Yards	350.00	340.00	Each	2020	
22.	1,001 to 10,000 Cubic Yards	445.00	430.00	Each	2020	
23.	10,001 to 100,000 Cubic Yards	445.00 for the First 10,000 Cubic Yards Plus 139.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	430.00 for the First 10,000 Cubic Yards Plus 135.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each	2020	
24.	100,001 to 200,000 Cubic Yards	1,696.00 for the First 100,000 Cubic Yards Plus 95.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	1,665.00 for the First 100,000 Cubic Yards Plus 92.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each	2020	

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated A Annual Revenu	ıl
25.	200,001 Cubic Yards or More	2,646.00 for the First 200,000 Cubic Yards Plus 95.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	2,500.00 for the First 200,000 Cubic Yards Plus 92.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	Each	2020		
	Plan Check Fees						
26.	Electrical Plan Check Fee (1 Hour Minimum)	100% of Electrical Permit Fee or 133.00/Hour	100% of Electrical Permit Fee or 130.00/Hour	Each	2020		
27.	Mechanical Plan Check Fee (1 Hour Minimum)	100% of Mechanical Permit Fee or 133.00/Hour	100% of Mechanical Permit Fee or 130.00/Hour	Each	2020		
28.	Plumbing Plan Check Fee (1 Hour Minimum)	100% of Plumbing Permit Fee or 133.00/Hour	100% of Plumbing Permit Fee or 130.00/Hour	Each	2020	Buildin	ng
-	D t.						
	Permits Miscellaneous Permits						
29.	After Hours Permit	80.00	78.00	Each Day	2020		
30.	Building Moving Permit (Within City, to City or From City)	925.00	897.00	Each	2020		
-							
	Demolition Permit						
31.	Single Family Building	140.00	135.00	Each	2020		
32.	Accessory Building to Single Family Building	113.00	110.00	Each	2020		
33.	All Other Buildings	195.00	189.00	Each	2020		
34.	Transfer Fee Permit (In Addition to Issuance Fee)	27.00	26.00	Each	2020		
	Building Permits						
	Total Valuation						
35.	\$ 1 to 500	54.00	52.00	Each	2020		
36.	\$ 501 to 2,000	54.00 for First 500 + 8.25 for Each Addl 100 or Fraction Thereof	52.00 for First 500 + 8.00 for Each Addl 100 or Fraction Thereof	Each	2020		
37.	\$ 2,001 to 25,000	178.00 for First 2,000 + 23.69 for Each Addl 1,000 or Fraction Thereof	160.00 for First 2,000 + 23.00 for Each Addl 1,000 or Fraction Thereof	Each	2020		

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
38.	\$ 25,001 to 50,000	723.00 for First 25,000 + 18.50 for Each Addl 1,000 or Fraction Thereof	685.00 for First 25,000 + 18.00 for Each Addl 1,000 or Fraction Thereof	Each	2020	
39.	\$ 50,001 to 100,000	1,186.00 for First 50,000 + 13.50 for Each Addl 1,000 or Fraction Thereof	1,113.00 for First 50,000 + 13.00 for Each Addl 1,000 or Fraction Thereof	Each	2020	
40.	\$ 100,001 to 500,000	1,861.00 for First 100,000 + 11.50 for Each Addl 1,000 or Fraction Thereof	1,715.00 for First 100,000 + 11.00 for Each Addl 1,000 or Fraction Thereof	Each	2020	
41.	\$ 500,001 and Up	6,461.00 for First 500,000 + 8.25 for Each Addl 1,000 or Fraction Thereof	5,800.00 for First 500,000 + 8.00 for Each Addl 1,000 or Fraction Thereof	Each	2020	
42.	Combination Permit for Residential Owner/Builder When Valuation Is Less Than \$20,000.00:	No Issuance Fee for Plumbing, Electrical and Mechanical Permits	No Issuance Fee for Plumbing, Electrical and Mechanical Permits	Permit	2020	Building
	Electrical Permits					
43.	Issuance Fee	54.00	52.00	Each	2020	
	System Fee Schedule					
	New Residential Buildings					
44.	Multi-Family (Apts and Condos) - If Building Has Three or More Living Units, Not Including Garage, Carports and Other Non-Commercial Auto Storage Areas Constructed at the Same Time.	0.19	0.18	Per Sq. Ft.	2020	
45.	Single and Two-Family - If Building Has One or Two Living Units, Not Including Garage, Carport and Other Minor Accessory Constructed at the Same Time.	0.19	0.18	Per Sq. Ft.	2020	
46.	Others - Other Types of Residential Occupancies and Alterations, Additions and Modifications to Existing Residential Structures.	0.23	0.22	Per Sq. Ft.	2020	
	Private Swimming Pools					

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
47.	For New Private, Residential (Single and Multi-Family) In-Ground Pools, Including a Complete System of Necessary Branch Circuit Wiring, Bonding, Grounding, Underwater Lighting, Water Pumping and Related Electrical Equipment.	116.00	113.00	Each	2020	
48.	For Other Types of Swimming Pools, Therapeutic Whirlpools, Spas and Alterations to Existing Swimming Pools.	See Unit Fee Schedule	See Unit Fee Schedule	See Unit Fee Schedule	2020	
49.	Solar Electric Panel - Residential	295.00	286.00	Each	2020	
50.	Solar Electric Panel - Commercial	890.00	866.00	Each	2020	
ľ	Carnivals and Circuses				2020	
51.	Electric Generators and Electrically Driven Rides	72.00	70.00	Each	2020	
52.	Electrical Lighting for Mechanically Driven Rides and Walk - Through Attractions	16.50	16.00	Each	2020	—

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
53.	Area and Booth Lighting System	16.50	16.00	Each	2020	Building
	Temporary Power Service					
54.	Temporary Power Service Pole or Pedestal, Including All Pole or Pedestal Mounted Receptacle Outlets and Appurtenances	46.00	45.00	Each	2020	
55.	Temporary Distribution System and Temporary Lighting and Receptacle Outlets for Construction Sites, Decorative Light, Christmas Tree Sale Lots, Firework Stands, Etc.	23.00	22.00	Each	2020	
	Electrical Permits (Continued)					
	Power Apparatus					
	Items Rating in HP/ KW					
56.	Up to 1	16.50	16.00	Each	2020	
57.	Over 1 and Not Over 10	41.00	40.00	Each	2020	
58.	Over 11 and Not Over 50	70.00	68.00	Each	2020	
59.	Over 51 and Not Over 100	139.00	135.00	Each	2020	
60.	Over 101	205.00	200.00	Each	2020	
	Items Rating In KVA/KVAR					
61.	E53 Transformer < 75 KVA	41.00	40.00	Each	2020	
62.	E54 Transformer > 75 KVA	70.00	68.00	Each	2020	
63.	Busways - for Trolley and Plug-in Type Busways	16.50	16.00	Each	2020	
	Signs, Outline Lighting and Marquees					
64.	Supplied From One Branch Circuit	45.00	44.00	Each	2020	
65.	Additional Branch Circuits W/I the Same Sign, Outline Lighting System or Marquee Services	16.50	16.00	Each	2020	
	Services				2020	
66.	600 Volts or Less and Not Over 200 Amperes in Rating	54.00	52.00	Each	2020	
67.	600 Volts or Less and Over 200 Amperes to 1,000 Amperes in Rating	155.00	150.00	Each	2020	
68.	Over 600 Volts or Over 1,000 Amperes in Rating	293.00	285.00	Each	2020	+

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
69.	Miscellaneous Apparatus, Conduits and Conductors for Which a Permit is Required But No Fee is Set Forth. (This Fee is Not Applicable When a Fee is Paid for One or More Services, Outlets, Fixtures, Appliances, Power Apparatus, Busways, Signs or Other Equipment)	35.00	34.00	Each	2020	Building
	Elevator Permits					
	New Installations					
	Passenger or Freight Elevator, Escalator, Moving Walk					
70.	Up to and Including \$40,000 Valuation	540.00	525.00	Each	2020	
71.	Over \$40,000 Valuation	540.00 Plus 9.50 for Each 1,000.00 or Fraction Thereof Over 40,000.00	525.00 Plus 9.00 for Each 1,000.00 or Fraction Thereof Over 40,000.00	Each	2020	
	Dumbwaiter or Private Residence Elevator					
72.	Up to and Including \$10,000 of Valuation	70.00	68.00	Each	2020	
73.	Over \$10,001 Valuation	70.00 Plus 9.50 for Each 1,000.00 or Fraction Thereof Over 10,000.00	68.00 Plus 9.00 for Each 1,000.00 or Fraction Thereof Over 10,000.00	Each	2020	
	Unit Fee Schedule (The Following Do Not Include Permit Issuance Fees)					
	Lighting Fixtures, Sockets or Other Lamp-Holding Device					
74.	First 20	3.25	3.00	Each	2020	
75.	Additional Fixtures	1.60	1.50	Each	2020	
76.	Pole or Platform-Mounted Lighting Fixtures	3.25	3.00	Each	2020	
77.	Theatrical-Type Lighting Fixtures or Assemblies			Each	2020	
	Receptacle, Switch and Lighting Outlets at Which Current is Used or Controlled- Except Service Feeders and Meters					
78.	First 20	3.25	3.00	Each	2020	
79.	Additional Outlets 7.8	1.60	1.50	Each	2020	
80.	Residential Appliances or Receptacle Outlets for Same, Including Wall-Mounted Electric Ovens, Ranges, Console or Through-Wall Air Conditioners, Space Heaters, Food Waste Grinders, Dishwashers, Washing Machines, Water Heaters, Clothes Dryers, Etc. (Includes Motor Operated Appliances Not Exceeding 1HP Rating)	16.50	16.00	Each	2020	

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
81.	Non-Residential Appliances and Self-Contained Factory-Wired, Non-Residential Appliances Not Exceeding 1HP, Kilowatt, or Kilovolt-Ampere in Rating (Includes Medical and Dental Devices; Food, Beverage, and Ice Cream Cabinets; Illuminated Showcases; Drinking Fountains; Vending Machines, Laundry Machines or Other Similar Types of Equipment)	16.50	16.00	Each	2020	Building
	Cuading Dounites					
•	Grading Permits ⁵ 50 Cubic Yards or Less	145.00	140.00	Each	2020	
82. 83.	51 to 100 Cubic Yards	145.00	140.00	Each	2020	
84.	101 to 1,000 Cubic Yards	145.00 for the First 100 Cubic Yards Plus 48.00 for Each Addl 100 Cubic Yards or Fraction Thereof	140.00 for the First 100 Cubic Yards Plus 47.00 for Each Addl 100 Cubic Yards or Fraction Thereof	Each	2020	
85.	1,001 to 10,000 Cubic Yards	577.00 for the First 1,000 Cubic Yards Plus 41.00 for Each Addl 1,000 Cubic Yards or Fraction Thereof	545.00 for the First 1,000 Cubic Yards Plus 40.00 for Each Addl 1,000 Cubic Yards or Fraction Thereof	Each	2020	
86.	10,001 to 100,000 Cubic Yards	946.00 for the First 10,000 Cubic Yards Plus 39.00 for Each Addl 10,000 Cubic Yards or Fraction Thereof	905.00 for the First 10,000 Cubic Yards Plus 38.00 for Each Addl 10,000 Cubic Yards for Fraction Thereof	Each	2020	
87.	100,001 or More Cubic Yards	1,297.00 for the first 100,000 cubic yards plus 36.00 for each addl 10,000 cubic yards or fraction thereof	1,247.00 for the first 100,000 cubic yards plus 35.00 for each addl 10,000 cubic yards or fraction thereof	Each	2020	
	Mechanical Permits					
88.	Issuance Fee	56.00	55.00	Each	2020	
ļ						
ļ	System and Unit Schedule					
89.	Air-Handling Unit, Up to and Including 10,000 Cubic Feet Per Minute, Including Ducts Attached Thereto	27.00	26.00	Each	2020	
90.	Air-Handling Unit Over 10,000 CFM	35.00	34.00	Each	2020	

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
91.	Appliance Vent - Installation, Relocation or Replacement, Each and Not Included in an Appliance Permit	17.50	17.00	Each	2020	Building
92.	Mechanical Exhaust Hood (Type I)	75.00	73.00	Each	2020	
93.	Mechanical Exhaust Hood (Type II)	33.00	32.00	Each	2020	₩
94.	Miscellaneous Appliances/Equipment/Electric/Gas	17.50	17.00	Each	2020	
	Boiler					
95.	400,000 BTU/Hour or More	108.00	105.00	Each	2020	
96.	Less Than 400,000 BTU/Hour	67.00	65.00	Each	2020	
97.	FAU 100,000 BTU or Over	42.00	41.00	Each	2020	
98.	From 3 to 15 HP - 100,000 to 500,000 BTU	98.00	95.00	Each	2020	
99.	Boiler or Compressor Over 100,000 BTU/Hour and Including 500,000 BTU/Hour	103.00	100.00	Each	2020	
100.	Boiler or Compressor Over 15 HP to and Including 30 HP or Each Absorption System Over 500,000 BTU/Hour Up to and Including 1 Million BTU/Hour	111.00	108.00	Each	2020	
101.	Boiler or Compressor ^o Over 30 HP to and Including 50 HP or Each Absorption System Over 1 Million BTU/Hour Up to and Including 1.75 Million BTU/Hour	142.00	138.00	Each	2020	
102.	Boiler or Compressor ^o Over 50 HP or Each Absorption System Over 1.75 million BTU	209.00	203.00	Each	2020	
103.	Evaporation Cooler Other Than Portable Type	26.00	25.00	Each	2020	
104.	Furnace (Forced-Air or Gravity-Type)* Including Ducts and Vents Attached to Such Appliance, Up to and Including 100,000 BTU/Hour	48.00	47.00	Each	2020	
105.	Furnace (As Above) Over 100,000 BTU/Hour	67.00	65.00	Each	2020	
106.	Furnace - Including Vent	33.00	32.00	Each	2020	
107.	Heater (Suspended, Recessed Wall or Floor-Mounted Units)	33.00	32.00	Each	2020	
108.	Incinerator - Industrial Type	211.00	205.00	Each	2020	
109.	Repair of, or Alteration or Addition to Each Heating Appliance, Refrigeration Unit, Cooling Unit, Absorption Unit or Evaporative Cooling System, Including Installation of Controls Regulated by This Code	33.00	32.00	Each	2020	
						Building

	Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
110.	Ventilation Fan Connected to a Single Duct	26.00	25.00	Each	2020	
111.	Ventilation System Which is Not a Portion of Any Heating or Air-Conditioning System Authorized by a Permit	26.00	25.00	Each	2020	
112.	Appliance or Equipment Not Regulated by This Code, But Not Classed in Other Appliance Categories, or for Which no Other Fee is Listed in This Code	26.00	25.00	Each	2020	
113.	New Multi-Family	0.20	0.19	Sq. Ft	2020	
114.	New One or Two Family	0.20	0.19	Sq. Ft	2020	
115.	Other Residential Addition, Alteration, Etc.	0.26	0.25	Sq. Ft	2020	
	Plumbing Permits					
116.	Issuance Fee	54.00	52.00	Each	2020	
117.	Abandoned Cesspool / Cap Sewer	154.00	150.00	Each	2020	
118.	Automatic Washer	23.00	22.00	Each	2020	
119.	Bar Sink	23.00	22.00	Each	2020	
120.	Bathtub	23.00	22.00	Each	2020	
121.	Bidet	23.00	22.00	Each	2020	
122.	Cesspool (Where Permitted)	116.00	113.00	Each	2020	
123.	Dishwasher (No Permit Required for Repair or Replacement)	23.00	22.00	Each	2020	
124.	Dishwasher - Commercial / Garbage Disposal	31.00	30.00	Each	2020	
125.	Drinking Fountain	23.00	22.00	Each	2020	
126.	Fixture/Trap/Set of Fixtures on One Trap (Including Water, Drainage Piping, and Backflow Protection)	26.00	25.00	Each	2020	
127.	Floor Drain / Floor Sink	23.00	22.00	Each	2020	
128.	Gas Piping System of One to Four Outlets	16.50	16.00	Per Outlet	2020	
129.	Gas Piping System of Five or More Outlets	14.50	14.00	Per Outlet	2020	
130.	Grease Trap / Interceptor / Clarifier	54.00	52.00	Each	2020	
131.	Kitchen Sink / Kitchen Sink With Garbage Disposal	23.00	22.00	Each	2020	
132.	Laundry Tub or Tray	23.00	22.00	Each	2020	
133.	Lavatory	23.00	22.00	Each	2020	
134.	Miscellaneous	23.00	22.00	Each	2020	
135.	Miscellaneous Electric	16.50	16.00	Each	2020	

Fee Description	New Fee Amount	Prior Fee Amount	Unit	Fee Last Modified	Estimated Add'l Annual Revenue
6. Pool / Spa / Heater / Filter System	62.00	60.00	Each	2020	+
7. Private Sewer Disposal System	152.00	149.00	Each	2020	Building
8. Rainwater Systems (Inside Building)	28.00	27.00	Per Drain	2020	
9. Repair / Alter Vent Drain Sewer	23.00	22.00	Per Drain	2020	
0. Repipe Per Fixture - First 10 (Each)	3.25	3.00	Per Drain	2020	
1. Repipe Per Fixture - 11 and Over	1.75	1.50	Per Drain	2020	
Sewer					
2. Building and Trailer Park - Each	93.00	90.00	Per Drain	2020	
3. Disposal System	209.00	203.00	Per Drain	2020	
4. Ejector	58.00	56.00	Per Drain	2020	
5. Capping	190.00	184.00	Per Drain	2020	
6. Shower	23.00	22.00	Per Drain	2020	
7. Solar Plumbing Fee	70.00	68.00	Per Drain	2020	
8. Shower Pan Replacement	30.00	29.00	Per Drain	2020	
9. Sink - Commercial	41.00	40.00	Per Drain	2020	
0. Sprinkler (Lawn) on Any One Meter, Including Backflow Protection Devices	31.00	30.00	Per Drain	2020	
1. Urinal	31.00	30.00	Per Drain	2020	
Vac Breakers					
2. Atmospheric - First 10 (Each)	3.00	2.90	Per Drain	2020	
3. Atmospheric - 11 and Over (Each)	1.75	1.50	Per Drain	2020	
4. Pressure Type - First 10 (Each)	8.00	7.50	Per Drain	2020	
5. Pressure Type - 11 and Over (Each)	5.00	4.50	Per Drain	2020	
6. Reduce Pressure Prin - First 10 (Each)	23.00	22.00	Per Drain	2020	
7. Reduce Pressure Prin - 11 and Over (Each)	13.50	13.00	Per Drain	2020	
8. Vent Piping and Drainage Repair or Alteration	16.50	16.00	Per Fixture	2020	
9. Water Closet	23.00	22.00	Each	2020	
0. Water Heater Replacement	23.00	22.00	Each	2020	
1. Water Heater (New)	41.00	40.00	Each	2020	
2. Water Piping and / or Water-Treating Equipment (Installation / Alteration / Repair)	23.00	22.00	Each	2020	
New Residential Building					

	Fee Description	New Fee	Prior Fee Amount	Unit	Fee	Estimated Add'l
		Amount			Last	Annual
					Modified	Revenue
163.	Multi-Family	0.19	0.18	Sq. Ft.	2020	
164.	Single Family and Two Family	0.19	0.18	Sq. Ft.	2020	Building
165.	Other Residential Alterations, Additions, Etc.	0.22	0.21	Sq. Ft.	2020	\
	Estimate	d Total Additional Annual	Revenue - Community Dev	velopment D	epartment	\$122,750

Planning Division

- ¹ Fee Waived for Signs When in Conjunction With a Cup Application No Longer Needs Planning Commission Review
- ² Not Applicable to Appeal of New 2-3 Unit Residential Development
- ³ If a Public Hearing is Requested, Applicant Must Pay the Balance of the Public Hearing Fee
- ⁴ Fee Not Accessed for Minor Plan Checks Performed at the Public Counter That Require Less Than 15 Minutes of Planning Staff Review Time on an Applicant Initial Visit.
 - All Plan Check Reviews Requiring Submittal to the Planning Department's Formal Plan Check Review Process Will Require Payment of Fees Commensurate With the Scope and Complexity of the Project
- ⁵ Fee Waived for Zoning Map Amendment and for Planning Commission Design Review
- ⁶ Fee Waived for Planning Commission Design Review
- ⁸ Fee Credited Toward Other Application Fees If Project Application is Submitted.
- ⁹ No Additional Fee Charged for Extensions of Multiple Approvals in Conjunction With the Same Project.

Building Division

- ¹ Additional Plan Review Required By Changes, Additions and/or Revisions to Approved Plans (1/2 Hour Minimum)
- ² No Combination Permit Will Be Issued If Construction Starts Without Proper Permit
- ³ Applies to Carnivals, Circuses or Other Traveling Shows or Exhibitions Using Transportable-Type Rides, Booths, and/or Attractions.
- ⁴ Includes Motors Generators, Transformers, Rectifiers, Synchronous Converters, Capacitors, Industrial Heating, Air Conditioning and Heat Pumps, Cooking or Baking Equipment.
 - for Equipment or Appliances Having More Than One Motor, Transformer, Heater, Etc., the Sum of the Combined Ratings May Be Used. Fees Include Switches, Circuit Breakers Contacts, Thermostats, Relays and Other Directly Related Controls
- ⁵ An Additional Fee Will Be Charged for Lighting Fixtures, Motors and Other Appliances That are Connected to Trolley and Plug-In Type Busways. No Fee is Required for Portable Tools.
- 6 Installation Fees Include the First Year's Annual Inspection Fee and Charges for Electrical Equipment or Conveyance Side of Disconnect Switch
- ⁷ For Multi-Outlet Assemblies, Each 5 Feet or Fraction Thereof is Considered as One Outlet
- 8 For Other Types of Air Conditioners and Other Motor-Driven Appliances With Larger Electrical Ratings, See "Power Apparatus"
- ⁹ The Fee for a Grading Permit Authorizing Addional Work to That Under a Valid Permit Shall Be:
 - The Difference Between the Fee Paid for the Original Permit and the Fee Shown for the Entire Project or
 - The Total Cost to the Jurisdiction, Whichever is Greater.
 - The Cost Shall Include Supervision, Overhead, Equipment, Hourly Wages and Fringe Benefits of the Employees Involved
- ¹² This Fee Shall Not Apply to an Air Handling Unit Which is a Portion of a Factory-Assembled Appliance for Which a Permit is Required Elsewhere in This Code.
- 13 Installation or Relocation

RESOLUTION NO. 2206-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING THE PUBLIC WORKS DEPARTMENT USER FEES

WHEREAS, the City Council of the City of Redondo Beach is responsible for ensuring the continued financial viability of City operations by providing an ongoing review of the cost of providing City services, the cost effectiveness of those services and the recovery of those costs reasonably borne in providing those services; and

WHEREAS, sections of the Municipal, State or Uniform Codes make provisions for the imposition of various fees; and

WHEREAS, the City of Redondo Beach ("City") has the authority to impose fees to defray the costs of providing services; and

WHEREAS, an amendment to the Public Works Department user fees was approved following a public hearing held before the City Council on the 21st day of June, 2022.

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

SECTION 1. Certain user fees of the Public Works Department are hereby amended as provided in Exhibit "A" to compensate the City for the costs of providing the services and/or mitigating an impact as described in this resolution. Exhibit "A" is incorporated by this reference as set forth herein.

SECTION 2. All applicable fees and charges may be adjusted annually by taking into consideration the change in the Consumer Price Index, market conditions, funding subsidies and historical costs. Fees shall be adjusted only when the amount is able to be round to a whole dollar increment. Requests for services rendered on or after the effective date of this resolution, as stated in Section 3, shall be based on the new rate regardless of when scheduling and/or payment is made. At no time shall the City charge more for a fee than the cost of providing the service.

SECTION 3. Amended fees under this resolution shall be effective July 1, 2022.

SECTION 4. The Mayor and City Council of the City of Redondo Beach do hereby find and determine that the amount of fees amended and established herein are reasonable, do not exceed the cost to the City of the services provided, are required to defray the cost of providing the services, and are not levied for general revenue purposes.

William C. Brand, Mayor ATTEST: APPROVED AS TO FORM:

Eleanor Manzano, CMC, City Clerk

PASSED, APPROVED AND ADOPTED this 21st day of June, 2022.

Michael W. Webb, City Attorney

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-2206-043 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 21st day of June, 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

Exbibit "A"

Exhibit A - Public Works

Fee Description	De	ept	New Fee Amount	Prior Fee Amount	Unit	Year Last Modified	Estimated Add'l Annual Revenue
Engineering Division	E	ng					
Miscellaneous Fees/Charges	_	\vdash					
Outdoor Dining Fee for Use of			2.00		Per Sq. Ft. Per Month	NEW	\$410,300
City Owned Street Right-of-Way	,	-					

Estimated Total Additional Annual Revenue - Engineering Division \$\\\$410,300.00\$



Administrative Report

P.1., File # 22-4299 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPOINTING MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR FISCAL YEAR 2022-2023 COMMENCING JULY 1, 2022

ADOPT BY TITLE ONLY RESOLUTION CC-2206-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPOINTING A NEW MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR A TERM COMMENCING JULY 1, 2022 AND EXPIRING ON JUNE 30, 2023

EXECUTIVE SUMMARY

Approval of the Resolution will appoint Councilmember Emdee (District 5) as Mayor Pro Tem for the term of one year beginning July 1, 2022 and ending June 30, 2023.

BACKGROUND

The City Council adopted Resolution CC-2106-059 on June 15, 2021 appointing a Mayor Pro Tempore prior to June 30 of each year for a term of one fiscal year, which meets the requirements of Section 8.5 of the City Charter. This annual rotation also complies with the appointments to the various Boards, Commissions, Agencies and Committees on which City officials participate and whose positions are reviewed annually before the end of each fiscal year. Therefore, with District 4 Councilmember Obagi completing his term as Mayor Pro Tem on June 30, 2022, District 5 Councilmember Emdee will serve as Mayor Pro Tem until June 30, 2023. Thereafter, upon certification of the March 2023 General Municipal Election results, the District 3 Councilmember will serve until June 30, 2024. Thereafter, the District 2 Councilmember will serve until June 30, 2025, followed by the District 1 Councilmember.

SUBMITTED BY:

ELEANOR MANZANO, CITY CLERK

ATTACHMENTS

Draft Resolution Appointing Mayor Pro Tem and Delegates



Administrative Report

P.1., File # 22-4299 Meeting Date: 6/21/2022

To: MAYOR AND CITY COUNCIL

From: ELEANOR MANZANO, CITY CLERK

TITLE

DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION APPOINTING MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR FISCAL YEAR 2022-2023 COMMENCING JULY 1, 2022

ADOPT BY TITLE ONLY RESOLUTION CC-2206-037, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPOINTING A NEW MAYOR PRO TEM, DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR A TERM COMMENCING JULY 1, 2022 AND EXPIRING ON JUNE 30, 2023

EXECUTIVE SUMMARY

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SUBMITTED BY:

ELEANOR MANZANO, CITY CLERK

ATTACHMENTS

Draft Resolution Appointing Mayor Pro Tem and Delegates

RESOLUTION NO. CC-2206-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AMENDING RESOLUTION NO. CC-2106-059 BY AMENDING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY FOR A TERM COMMENCING JULY 1, 2022 AND EXPIRING ON JUNE 30, 2023

WHEREAS, on June 15, 2021, the City Council of the City of Redondo Beach approved Resolution No. CC-2106-059 appointing a new Mayor Pro Tem, delegates and alternatives as official representatives of the City for a term commencing July 1, 2021 and expiring June 30, 2022.

WHEREAS, the City Council desires to review and modify the appointments.

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 does hereby appoint District 5 Councilmember Laura Emdee as Mayor Pro Tem for a term commencing July 1, 2022 and expiring on June 30, 2023.

SECTION 2. The City Council of the City of Redondo Beach does hereby confirm appointment of the following persons to the positions listed below. These appointments are to be reviewed annually before the end of the fiscal year:

BOARD/AGENCY NAME	DELEGATE	ALTERNATE(S)
Independent Cities Association	Nils Nehrenheim	Laura Emdee
League of California Cities – General	Todd Loewenstein	William C. Brand
League of California Cities – Los Angeles County Division	William C. Brand	Todd Loewenstein
LA County City Selection Committee	William C. Brand *	Laura Emdee **
LA County Sanitation Districts (Mayor & Mayor Pro Tem)	William C. Brand *	Laura Emdee **
¹ Santa Monica Bay Restoration Commission	William C. Brand *	Nils Nehrenheim
South Bay Cities Council of Governments (SBCCOG)	Christian Horvath	Zein Obagi, Jr.
So. California Association of Governments (SCAG)	Laura Emdee	Nils Nehrenheim
West Basin Water Association	Nils Nehrenheim	Zein Obagi, Jr.
Redondo Beach Sister Cities Committee (Mayor-Honorary Chair)	William C. Brand*	Todd Loewenstein /VACANT
Education Sub-Committee City and School District (On-Going)	Laura Emdee/ Todd Loewenstein	N/A

OTHER BOARD/AGENCY NAME	CHAIRMAN*	VICE CHAIRMAN
Redondo Beach Community Financing Authority	William C. Brand *	Laura Emdee **
Redondo Beach Parking Authority	William C. Brand *	Laura Emdee **
Redondo Beach Housing Authority	William C. Brand *	Laura Emdee **
Redondo Beach Successor Agency to the Redevelopment Agency	William C. Brand *	Laura Emdee **
Redondo Beach Public Financing Authority***	Laura Emdee	**
EIFD District #1 – Public Finance Authority Governing Board	William C. Brand*	Christian Horvath
		(Member – 3rd Dist CC)
Redondo Beach City Council – Mayor Pro Tem	Laura Emdee	
Redondo Beach Round Table	Mayor and Council	

-

AUDIT COMMITTEE	MEMBERS
Mayor	William C. Brand*
Councilmember	Zein Obagi, Jr.
Councilmember	Nils Nehrenheim
City Clerk	Eleanor Manzano
City Treasurer	Steven Diels

* Automatically the Mayor

** Automatically the Mayor Pro Tem

*** Poord Appointment

*** Board Appointment

**** To be determined by election of authority

SECTION 3. This resolution supersedes and replaces all prior resolutions appointing a Mayor Pro Tem and any charts making Council appointments to the foregoing boards, committees and bodies.

SECTION 4. That 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 21st day of June, 2022.

	William C. Brand, Mayor		
APPROVED AS TO FORM:	ATTEST:		
Michael W. Webb, City Attorney	Eleanor Manzano, CMC, City Clerk		

Eleanor Manzano, CMC City Clerk	
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	
Resolution No. CC-2206-037 was pass Beach, California, at a regular meetin	e City of Redondo Beach, California, do hereby certify that ssed and adopted by the City Council of the City of Redondo g of said City Council held on the 14 th day of June, 2022 and e Mayor and attested by the City Clerk, and that said resolution
COUNTY OF LOS ANGELES) CITY OF REDONDO BEACH)	SS