

**CITY OF REDONDO BEACH
CITY COUNCIL AGENDA
Tuesday, August 9, 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_faWgwmn1T6qfEj0RJRpeWw

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront and Economic Development Director

PROPERTY:

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

NEGOTIATING PARTY:

Allen Sanford, Sanford Ventures, Inc.

UNDER NEGOTIATION:

Both Price and Terms

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

Name of case:

Arcadia, et al. v. So. Cal. Edison Corp.

Santa Barbara Superior Court Case Number: 20 CV 02026

F.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - The Closed Session is authorized by attorney client-privilege, Government Code Section

[54956.9\(d\)\(1\).](#)

[Name of case:](#)

[County of Los Angeles, Los Angeles County Flood Control District v. City of Redondo Beach, American Dark Fiber, LLC, et al.](#)

[Case Number: 22TRCV00467](#)

- 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. [PRESENTATION BY ASSEMBLYMEMBER AL MURATSUCHI OF A \\$500,000.00 CHECK TO SUPPORT THE REDONDO BEACH HOMELESS COURT](#)**
- E. APPROVE ORDER OF AGENDA**
- F. AGENCY RECESS**
- 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 AUGUST 9, 2022](#)**

CONTACT: ELEANOR MANZANO, CITY CLERK

- H.2. [APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA](#)**

CONTACT: ELEANOR MANZANO, CITY CLERK

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

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH VOX NETWORK SOLUTIONS, INC. FOR LOCAL AREA NETWORK EQUIPMENT REPLACEMENT AND IMPLEMENTATION SERVICES TO EXTEND THE TERM TO AUGUST 8, 2023.

2. APPROVE AN AGREEMENT WITH SNAILWORKS LLC FOR POSTAL BALLOT MAIL TRACKING SERVICES FOR THE OCTOBER 19, 2022 SPECIAL ELECTION AND THE MARCH 7, 2023 GENERAL MUNICIPAL ELECTION IN AN AMOUNT NOT TO EXCEED \$2,500 FOR THE TERM AUGUST 15, 2022 - AUGUST 14, 2023.

CONTACT: LORI YAMASAKA, ASSISTANT FINANCE DIRECTOR

H.4. APPROVE AN AGREEMENT WITH SDI PRESENCE, LLC. FOR THE COMPLETION OF AN INFORMATION TECHNOLOGY DEPARTMENT ORGANIZATIONAL STRUCTURE AND STAFFING ASSESSMENT TO ENSURE THE INFORMATION TECHNOLOGY DEPARTMENT IS ABLE TO MAINTAIN AND ENHANCE ONGOING BUSINESS, OPERATIONAL, TECHNOLOGICAL, AND SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,750 AND THE TERM AUGUST 2, 2022 - AUGUST 1, 2023

CONTACT: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

H.5. APPROVE AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR CDBG CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$53,475, USING FISCAL YEAR 2022-2023 HUD ENTITLEMENT FUNDS, FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

H.6. ADOPT BY TITLE ONLY ORDINANCE NO. 3238-22 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING TITLE 3, CHAPTER 16 TO THE REDONDO BEACH MUNICIPAL CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE REDONDO BEACH POLICE DEPARTMENT AND APPROVING THE MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481, FOR SECOND READING AND ADOPTION

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

H.7. APPROVE A SIDE LETTER AGREEMENT WITH THE REDONDO BEACH POLICE OFFICERS ASSOCIATION (POA) TO MODIFY THE SENIORITY PROVISION IN THE JANUARY 1, 2020 TO DECEMBER 31, 2022 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE POA

CONTACT: JOE HOFFMAN, CHIEF OF POLICE

I. EXCLUDED CONSENT CALENDAR ITEMS

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

requests, if any, will be considered first under this section.

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

K. EX PARTE COMMUNICATIONS

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

L. PUBLIC HEARINGS

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

N.1. [DISCUSSION AND POSSIBLE ACTION REGARDING THE USE OF GRANT FUNDS FOR THE CITY'S ENHANCED RESPONSE TO HOMELESSNESS PROGRAM](#)

[ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2208-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE \\$185,130 IN INNOVATION GRANT FUNDS FROM THE SBCCOG TO THE INTERGOVERNMENTAL GRANT FUND](#)

[ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2208-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE \\$82,342.53 IN LOS ANGELES COUNTY COMMUNITY DEVELOPMENT BLOCK GRANTS TO THE INTERGOVERNMENTAL GRANT FUND](#)

[APPROVE THE CONTINUATION OF PALLET SHELTER TEMPORARY EMERGENCY TRANSITIONAL HOUSING FOR AN ADDITIONAL YEAR](#)

[AUTHORIZE THE CITY ENGINEER TO EXECUTE A CONSTRUCTION CHANGE ORDER TO THE TORO ENTERPRISES INC. CONTRACT \(JOB NO 50300\) FOR AN AMOUNT NOT TO EXCEED \\$60,000 ABOVE THE CHANGE ORDER LIMITS ESTABLISHED IN ADMINISTRATIVE POLICY AND PROCEDURE 14.1, TO INCLUDE OFF-SITE SEWER RELATED WORK AT THE REDONDO BEACH PALLET SHELTER FACILITY](#)

[APPROVE THE REIMBURSEMENT OF COSTS FOR THE PURCHASE OF RESTROOM AND SHOWER FACILITIES FOR THE REDONDO BEACH PALLET SHELTER SITE TO BE PROCURED BY HARBOR INTERFAITH](#)

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

N.2. [DISCUSSION AND POSSIBLE ACTION ON THE COORDINATION OF CITY VOLUNTEER OPPORTUNITIES](#)

CONTACT: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

O. CITY MANAGER ITEMS

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

R. RECESS TO CLOSED SESSION

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

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront and Economic Development Director

PROPERTY:

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

NEGOTIATING PARTY:

Allen Sanford, Sanford Ventures, Inc.

UNDER NEGOTIATION:

Both Price and Terms

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

Name of case:

Arcadia, et al. v. So. Cal. Edison Corp.

Santa Barbara Superior Court Case Number: 20 CV 02026

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

Name of case:

County of Los Angeles, Los Angeles County Flood Control District v. City of Redondo
Beach, American Dark Fiber, LLC, et al.

Case Number: 22TRCV00467

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, August 16, 2022, in the Redondo Beach City Hall Council Chamber, 415 Diamond Street, Redondo Beach, California.



Administrative Report

F.1., File # 22-4631

Meeting Date: 8/9/2022

TITLE

CONFERENCE WITH REAL PROPERTY NEGOTIATOR -

The Closed Session is authorized by the Government Code Section 54956.8.

AGENCY NEGOTIATOR:

Mike Witzansky, City Manager

Greg Kapovich, Waterfront and Economic Development Director

PROPERTY:

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

NEGOTIATING PARTY:

Allen Sanford, Sanford Ventures, Inc.

UNDER NEGOTIATION:

Both Price and Terms



Administrative Report

F.2., File # 22-4641

Meeting Date: 8/9/2022

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:

Arcadia, et al. v. So. Cal. Edison Corp.

Santa Barbara Superior Court Case Number: 20 CV 02026



Administrative Report

F.3., File # 22-4643

Meeting Date: 8/9/2022

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

Name of case:

County of Los Angeles, Los Angeles County Flood Control District v. City of Redondo Beach, American Dark Fiber, LLC, et al.

Case Number: 22TRCV00467



Administrative Report

D.1., File # 22-4642

Meeting Date: 8/9/2022

PRESENTATION BY ASSEMBLYMEMBER AL MURATSUCHI OF A \$500,000.00 CHECK TO
SUPPORT THE REDONDO BEACH HOMELESS COURT



Administrative Report

G.1., File # 22-4609

Meeting Date: 8/9/2022

TITLE

For Blue Folder Documents Approved at the City Council Meeting



Administrative Report

H.2., File # 22-4612

Meeting Date: 8/9/2022

TITLE

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



Administrative Report

H.3., File # 22-4630

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL

From: LORI YAMASAKA, ACTING FINANCE DIRECTOR

TITLE

APPROVE CONTRACTS UNDER \$35,000:

1. APPROVE AN AMENDMENT TO THE AGREEMENT WITH VOX NETWORK SOLUTIONS, INC. FOR LOCAL AREA NETWORK EQUIPMENT REPLACEMENT AND IMPLEMENTATION SERVICES TO EXTEND THE TERM TO AUGUST 8, 2023.
2. APPROVE AN AGREEMENT WITH SNAILWORKS LLC FOR POSTAL BALLOT MAIL TRACKING SERVICES FOR THE OCTOBER 19, 2022 SPECIAL ELECTION AND THE MARCH 7, 2023 GENERAL MUNICIPAL ELECTION IN AN AMOUNT NOT TO EXCEED \$2,500 FOR THE TERM AUGUST 15, 2022 - AUGUST 14, 2023.

EXECUTIVE SUMMARY

Approve Contracts Under \$35,000

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

Contracts, Signatures, Insurance

**FIRST AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND VOX NETWORK SOLUTIONS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Vox Network Solutions, Inc., a Delaware corporation ("Contractor").

WHEREAS, on August 17, 2021, the parties hereto entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the Agreement is set to expire on August 16, 2022; and

WHEREAS, the parties hereto desire to extend the Agreement.

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

1. **SCHEDULE FOR COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to August 8, 2023. Exhibit "B-1" is attached hereto and incorporated by reference. Contractor shall commence and complete all services described in Exhibit "A" of the Agreement 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 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 9th day of August, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

Vox Network Solutions, Inc.,
a Delaware corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to August 8, 2023, unless otherwise terminated as herein provided.

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND VOX NETWORK SOLUTIONS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Vox Network Solutions, Inc., a Delaware corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act

are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

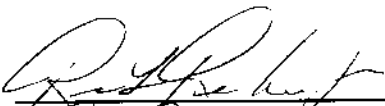
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 17th day of August, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation


William C. Brand, Mayor


VOX NETWORK SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Ross Reinert
Title: VP, OPERATIONS
8/11/2021

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. PROJECT DESCRIPTION

Contractor shall replace City's aging networking infrastructure, which consists of a citywide Local Area Network (LAN) Ethernet switching infrastructure, and Wireless Local Area Network (WLAN) infrastructure with new networking hardware and software from Cisco Meraki (collectively "Project"). The following statement of work ("SOW") defines the duties between Contractor/Vox and City/Customer.

II. CONTRACTOR'S DUTIES

Contractor shall provide Project Management, onsite and remote Network Engineering, and installation services to deploy the solution described herein.

A. Project Plan. At the onset of the Project, Contractor shall provide a detailed Project plan governing the Project, and include the following components plan.

1. Timelines for the planning, staging, installation, testing and cutover phases of the Project.
2. Detailed review of the phased migration plan to mutually define the grouping and order of switches, sites and departments that will be migrated into production on the new network after the completion of installation, VOX testing and User Acceptance Testing ("UAT"). These components will be documented into the Project plan upon mutual agreement.
3. Provide special attention to locations supporting First Responder actions and the unique testing and downtime requirements for these sites.
4. In accordance with the Request for Proposal ("RFP") attached hereto as Attachment A, and in addition to any terms described herein, Contractor shall include the following deliverables.
 - a. Consultation, best practice recommendations, and switch configuration scripts for the models and software revision levels proposed.
 - b. Sample configurations, and once approved by the City, that will be customized and deployed into each device scoped for deployment under this Project.

B. Information Discovery and Detailed Design. Provide technical workshop with key customer engineering resources as follows.

1. Gather and review existing network architecture details, including current network topology and IP, subnet, and VLAN breakdown.
2. Identify all in scope and out of scope devices.
3. Review provided documentation for each location and discuss any

observed possible deployment issues.

4. Design detailed CWDM connectivity requirements and create related drawing for each location.
5. Determine and design any additional IP subnets / VLANs that are recommended or required by City or Contractor, and create plan for safely implementing these as part of the Meraki deployment.
6. Gain access to current infrastructure.
7. Review in detail the configuration of current network infrastructure.
8. Identify needed routing changes for each of the migration phases.
9. Work with the City to create a phased migration plan for each of the sites.
10. Create acceptance test plan.

C. High Level Implementation Overview. Provide the following services.

1. Gain access to new hardware.
2. Register devices and install latest software.
3. Configure new hardware to accommodate new design.
4. Identify any configuration items on other devices out of scope for the Project.
5. Conduct wireless site survey and validate placement of Access Points ("AP's").
6. Rack, Stack, Wire, and Fire all new equipment and verify interconnectivity of the new WLAN/LAN infrastructure.
7. Cross connect new infrastructure to existing infrastructure.
8. Begin phased migration of each of the sites making appropriate changes on out of scope devices to facilitate routing for migrated sites.
9. Provide support post migration for each site after completion of installation at that site.
10. Once 80% of the sites have been migrated, migrate external WAN connectivity over to the new core.

D. WLAN Survey ("Heat Map")

1. Ensure engineer performs a Survey covering both the 2.4GHz and 5GHz frequencies with a replacement AP model (AP on a stick), for all in-scope areas to specifications and requirements provided by VOX Network Solutions engineering. Measure the 2.4GHz and 5GHz frequencies to identify the signal propagation and validate replacement of the existing APs in the same locations with the proposed APs based upon building characteristics. Compile Heat Maps, Signal to Noise Charts, and other data using industry standard survey software and tools.
2. Perform an onsite Interference Analysis including measurement of internal and external interference sources present at the time of the analysis. Identify overall levels of interference and specific interference sources which may adversely impact wireless network performance.
3. Ensure the survey determines the optimal locations for deployment of Wireless Access points as well as identifying dead-spots or areas of interference. Base the scope of this survey on the documentation and

physical details provided as part of the RFP response.

- E. Implementation Detailed Statement of Work Project Overview. Switch Implementation and Migration Services for Meraki Core Switches, Access Switches, and Access Points as detailed in the Network Switch Deployment Details set forth below.
- F. Approach and Deliverables. Organize the Services for this Project into the following workstreams. The table below for each workstream describe the tasks and associated Deliverables for each workstream. The technical workstream is comprised of architecture, technical design, development/configuration, and infrastructure activities. The technical workstream for this SOW consists of the following obligations and Deliverables.

Task Description	Deliverables and Contractor Obligations	Deliverable Assumptions and City Obligations
Project initiation	Conduct kickoff meeting <ul style="list-style-type: none"> Initial Project kickoff meeting to get contacts on both sides Access provisioning for engineers 	<ul style="list-style-type: none"> Identify Project City Information Technology ("IT") staff Ensure Project City IT staff will be available throughout the Project to provide background, contact and scoping information To be performed via conference call Customer will be responsible for reviewing and if applicable, approving Change Requests and providing escalation contacts regarding design or equipment. However, Contractor acknowledges that Customer is subject to City Council approval. Provide remote access to VOX implemented Meraki products once deployed on premises as required by VOX for the Project if needed due to Cloud Connectivity issues
Cisco Meraki Implementation and Migration Services	Discovery <ul style="list-style-type: none"> Identify all devices in scope Review customer provided architecture and configuration detail of current network for integration reference Review current configurations as required for integration Work with Customer to understand future needs and current issues Implementation <ul style="list-style-type: none"> Gain access to new hardware Register devices and install latest software Configure new hardware to accommodate new design Identify any configuration items on other devices out of scope for the Project and notify Customer Run any redundant cables and test before migration Configure 10 Service Set Identifier (SSIDs) with splash page login Migrate one switch at a time and test connectivity in each building. Migrate cores and test connectivity Migrate datacenter switches and test connectivity to entire campus 	<ul style="list-style-type: none"> Scope includes the above defined quantity of Meraki Core Switches, Access switches and Access points Provide VPN and Remote access to Engineer as needed to VOX implemented Meraki products once deployed on premises if needed due to Cloud Connectivity issues Provide design services remotely with physical onsite installation support included for rack and stack install and cutover support Configuration of any devices outside the "Devices In-Scope" are to be considered out of scope and will require a Change Order as described in Exhibit "C". VOX should have access to the environment to configure the devices. No support of remote screenshared or remote collaboration platforms is included Provide dedicated point of contact in the event any actions are needed onsite <p>Customer is responsible for the following:</p> <ul style="list-style-type: none"> Providing required access, support and credentials along with knowledge of current setup with network diagrams and topology information Ensuring that all the relevant IT staff and subject matter experts (IT Director or designee) are available to notify events, answer questions and make decisions

	<ul style="list-style-type: none"> • Harden network devices for stability, performance, and security • Lock down management access to new hardware • Document any changes to final state diagram during implementation • Project delivery document and Project closure • FIPS 140-2 compliant configuration will be implemented as part of this SOW 	<p>during the Project</p> <ul style="list-style-type: none"> • Providing access to existing policy and procedure documentation • Providing facility access, IP addresses, domain names, admin privileges, etc. included in Project scope • Providing reasonable access to necessary environments at the start of the engagement • Ensuring system availability when Project starts so Project can begin in a timely manner
Close out summary/knowledge transfer	Upon Project completion and acceptance, conduct Project review and knowledge transfer to transfer support back to the Customer	<ul style="list-style-type: none"> • Knowledge transfer is not classroom format but rather a review of Project deliverables with Customer resources with appropriate experience • WebEx or other mutually approved remote screen sharing platform will be scheduled following the delivery of Project deliverables at a mutually agreeable time • Close out and knowledge transfer will be done remotely

G. Network Switch deployment details. Support the preparation, configuration, and deployment of the network hardware per the specifications defined in the RFP as follows.

1. Ship all hardware to Contractor to perform a complete inventory based on the Bill of Materials.
2. Physical preparation
 - a. Insert redundant power supplies.
 - b. Insert network modules.
 - c. Attach rack mounting brackets.
 - d. Affix printed label with hostname and management IP address to right side of switches (viewed from front), just past the vent openings.
 - e. Initial configuration – leave all factory defaults in place EXCEPT for the following.
 - i. Add IP address for VLAN1 interface.
 - ii. Add IP default gateway.
 - iii. Change hostname.
 - iv. Configure ALL fix uplink ports and ALL module uplink ports as 802.1q trunks.
 - v. Configure VTP domain name, password, version and mode.
 - vi. Set local username/password, global secret, and line login mode and passwords for console and terminal access.
 - vii. Enable web server (non-secure).
 - viii. Configure VLANs as specified by the City.
 - f. Perform software upgrades: Versions shall be the latest supported version after discussion with the City at time of task.

- g. Test equipment
 - i. Burn in all equipment for a minimum of three days.
 - ii. Test interoperability to the maximum extent possible.
 - iii. Test programming and functionality to the maximum extent possible.
 - h. Repackage switches and affix 2 hostname labels to outside of each box on the Top of box and Front side of box.
 - i. Ship all equipment to the City's main office location (one site only).
 - j. Provide on-site support as needed during cutover (during or after hours based on site profile defined during Project planning).
- H. Wireless LAN deployment details. Support the preparation, configuration, and deployment of the Wi-Fi hardware in accordance with the specifications defined in the RFP as follows.
1. Ship hardware to Contractor to perform a complete inventory based on the Bill of Materials.
 2. Provide Meraki Cloud configuration of System Administration and AAA portals, and other configuration services needed for deployment within the scope of the Project.
 3. Physical preparation of Wireless Access Points: Confirm physical connectivity to the network, and Meraki Cloud, of a sample number of WAPs.
 4. Perform software upgrades. City will communicate the Versions at time of task.
 5. Full configuration
 - a. City will provide IP addresses at time of task.
 - b. Configure CAPWAP (RFC 5415 Control and Provisioning of Wireless Access Points) or similar and provide DHCP settings requirements to the City.
 - c. Configure application visibility.
 6. Configure up to 10 wireless networks (SSIDs) SSIDs for the following.
 - a. New advanced corporate data 802.1x certificate-based, the City will provide Microsoft Windows Server AD services
 - b. Basic corporate data WPA2 Personal
 - c. New hidden IT/IS administrative network 802.1x based
 - d. New basic VoIP WPA Personal (voice QoS)
 - e. Staff 802.1x and/or captive portal
 - f. Library Patron captive portal
 - g. New public/guest network with captive T&C web portal
 7. Test equipment
 - a. Burn in all equipment for a minimum of three days.
 - b. Test interoperability to the maximum extent possible.
 - c. Test programming and functionality to the maximum extent possible.
 8. Repackage controllers and affix 2 hostname labels to outside of each box on the Top of box and Front side of box.
 9. Ship all equipment to the Information Technology department at City Hall.
 10. Provide on-site City support during go-live during Project/cutover planning.
 11. Install the wireless access points in the ceiling of all City buildings that will

have wireless coverage.

- a. The City is responsible for providing POE and network cabling to all designated AP locations.
 - b. Access to locations for installation and quote assumes a lift or other mechanical device requirements will not be required for placement beyond a standard ladder.
12. Prepare the system to run a heat map of WLAN coverage, including uploading City provided Floor Plans, and then provide recommendations for Best Practice configuration modifications based on the results of the Heat Map.

I. SIT and UAT Solution Testing

1. SIT and UAT – one to two weeks prior to UAT testing, Contractor shall complete Unit Testing (UT) of individual solution components, as well as System Integration Testing (SIT) between various parts of the Contractor's provided solution and the City provided network. Ensure SIT follows Contractor/Manufacturer/Service Provider best practices and be at least as comprehensive as the UAT test plan to ensure that UAT testing will be successful. Test all installed equipment to manufacturer and VOX supplied test plans and correct all defects prior to UAT.
2. UAT – Contractor shall supply a recommended test plan, which Communications Strategies and the City edit into a final User Acceptance Test (UAT) plan that confirms the operation and resilience of all applications to the requirements specified in the RFP.
3. VOX shall provide appropriate staff availability during the UAT period to support customer UAT activities and remediations, if any, to be defined and fulfilled per detailed Project planning. UAT system testing shall be conducted at least two weeks prior to going live with the initial phase of the Solution.

J. Phased Migration

1. All equipment to be fully installed and tested to VOX and City specifications prior to cutover into production of the first phase.
2. The grouping and order of phasing shall be defined during the Initiation and Planning phases of the Project as stated above.
3. With a fully installed and "pre-production" network, movement of users, devices and sites onto the new Meraki network shall follow a detailed task provided with the Project plan including but not limited to the following.
 - a. Onsite and patching requirements.
 - b. Priority devices and locations requiring special attention for migration.
 - c. Test plan and site-specific requirements for each phase to be mutually reviewed.
 - d. Planning, documentation of and updating routing on the new Meraki network (performed by VOX) in concert with routing updates on the legacy network (performed by the City) to ensure connectivity and routing for each location migrating within a

phase.

4. Track rolling lessons with improvements noted and implemented as the teams move from phase to phase.

K. Cutover Coverage

1. Pre-stage, label, organized all equipment in such a manner as to minimize any outages or service disruptions. Service disruptions that affect a very small and limited area (such as WAP deployments once the WLAN is fully configured) shall be performed during business hours. Major disruptions shall be conducted after business hours on weekdays. The identification and qualification of sites and phases as minor or major shall be a detailed deliverable for phased migration planning.
2. For all scheduled defined cutovers in the final approved Project plan, Contractor shall provide onsite network engineer, and remote Project Management to support the defined cutover tasks and testing, with post cut support for a mutually agreed upon and appropriate duration to resolve all punch items requiring onsite support.
3. After reasonable punch list items are resolved, move additional issues to an exception list and track with an action plan, responsible person, and deadline for completion. Provide daily updates on the remaining exception list items.

L. System Acceptance. System acceptance shall be defined when the following metrics are completed.

1. All equipment delivered and installed. All core Solution applications and functionality deployed. Certain advanced features and applications may be deployed later upon the City preference at the end of the Project, in which case they should be installed and tested before System Acceptance.
2. All Knowledge Transfer and training completed.
3. All installation issues resolved to the City's satisfaction.
4. Documentation representing the system "As Built" is delivered and reviewed with the City. System Administrator and Help Desk training provided that will allow the City to manage the Solution.
5. The City may agree to system acceptance with a mutually acceptable exception list.

M. Deliverable Guidelines. Contractor shall list deliverables in the Deliverable section of each workstream. Deliver one (1) electronic copy of the Deliverable to the Customer Project Manager.

N. SOW Assumptions. The Scope of Services and fees for this SOW are based upon the following assumptions ("Assumptions").

1. Contractor shall provide non service-affecting services described herein during normal business hours, 9:00 AM to 5:00 PM, in the time zone

where the services are performed. Service affecting cutover tasks shall be supported outside of normal business hours.

2. The pricing described in Exhibit "C" is based upon a contiguous series of Project activities. In the event there is a material delay in the scheduled work caused by City, Contractor may invoice for additional service charges. However, not additional charges shall be effective without City's written approval. A material delay is defined as a delay lasting longer than one week.
3. All Project documentation will be delivered electronically.

O. Project Management Tasks. Contractor shall ensure its Project Manager shall serve as the primary point of contact for all issues related to the Project and perform the following tasks.

1. Review and understand the Statement of Work (SOW) as well as the goals of the customer.
2. Make preliminary contact with the customer and review Project expectations and next steps.
3. Create a detailed Project plan. The Project plan shall define Project tasks, responsibilities, and Project timelines. Update the Project plan as part of ongoing Project status meetings.
4. Plan, schedule, and conduct a remote Project kickoff call with the customer and VOX Project teams. The kickoff call shall include the following agenda items as applicable:
 - a. Introduce team members and review customer and VOX roles and responsibilities.
 - b. Review the Project objectives with the customer and the VOX Project team.
 - c. Review and update the Project contact list.
 - d. Review the technical requirements for the solutions and equipment being implemented.
 - e. Review the Contractor's change management process.
 - f. Conduct an initial discussion of required data collection forms.
 - g. Review and update the initial Project plan and confirm Project task responsibilities.
 - h. Conduct an initial discussion of training (if applicable).
5. Place the equipment order and provide order status and delivery information to the customer.
 - a. Schedule and manage Contractor's Project resources.
 - b. Hold remote status calls with the customer and Contractor's Project teams.
 - c. Coordinate Project logistics between the City and Contractor.
 - d. Perform Project Control activities to include the following components.
 - i. Managing the Project plan.
 - ii. Managing Project risk.
 - iii. Holding status meetings.

- iv. Reporting Project status to the Project teams.
- v. Managing Project change orders.
- vi. Validating the collected information and requirements from the customer.
- vii. Managing the installation and configuration to include hardware, software, and services.
- e. Remotely plan and manage the Project implementation.
- f. Remotely plan and manage the Project cutover activities. Contractor shall ensure its Project Manager shall remotely manage the cutover activities and ensure that any issues that may arise are identified, documented, and addressed.
- g. Provide status updates for first day of business support activities (if applicable).
- h. Understand and comply with City change management policies.
- i. Coordinate the handoff to Contractor's support (if applicable).
- j. Schedule and conduct a Project closure meeting with customer and Contractor's Project teams.

P. VOX Deliverables - Project Management. Provide the following deliverables.

- 1. Provide the customer with the appropriate technical requirements and data collection forms and once completed, review the collection forms for accuracy.
- 2. Provide the relevant Project planning documentation to include the following components.
 - a. Project contact list
 - b. Kickoff meeting agenda and minutes
 - c. Detailed and mutually agreed upon Project plan
 - d. Status meeting agenda and minutes
 - e. Training plan and schedule (if applicable)
 - f. Solution and/or equipment test plans (if applicable)
- 3. Provide the customer an equipment delivery schedule for any VOX provided equipment.
- 4. Report any Project changes which may impact the Project schedule.
- 5. Provide the customer with a handoff package to include the following components.
 - a. Project description and summary
 - b. "As-Built" diagrams (if applicable)
 - c. Warranty and support information
 - d. Post-install punch list (if applicable)

Q. RFP. Contractor shall perform any services described in the attached RFP (Attachment A); provided, however, that any language in the RFP, which does not pertain to the Project description, proposal, or scope of services (as applicable) to be provided by Contractor, shall be deemed extraneous to, and not a part of, this Agreement. In the event of any conflict between Exhibit "A", Exhibit "C", and Attachment A, the terms of Exhibit "A" and Exhibit "C" shall

prevail.

- R. **Freeze Dates.** Contractor and City shall jointly develop freeze dates and if mutually agreed upon, incorporate into the Project plan. If freeze dates are developed, agreed upon, and documented in the Project plan, Contractor shall provide written notification to the City confirming entry into the freeze period.

III. CITY DUTIES

City will perform the following duties.

A. **Customer Responsibilities.**

1. Identify key City IT staff as part of the Project kick off documentation, coordinate with necessary City IT staff on the City side who need to be involved in the decision making process, shall schedule meetings with such City IT staff, and shall inform Contractor and the City Project Manager of Customer Decisions.
2. City will complete the following duties.
 - a. Designate the Customer Project Sponsor.
 - b. Be responsible for all Customer Decisions communicated by Customer Project Sponsor.
 - c. Ensure that its staff is available to provide such assistance as VOX requires completing the Services.
 - d. Ensure that its staff has the appropriate skills and experience.
 - e. Coordinate, schedule and secure all participants for meetings/workshops as required, ensuring that key City IT staff attend the meetings.
 - f. Provide all information and materials reasonably requested by VOX, within mutually defined reasonable timeframe.
 - g. Ensure that all information disclosed to VOX is true, accurate, and not misleading in any material respect. VOX is not liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information disclosed by Customer.

B. **Customer Responsibilities, Exclusions and Assumptions - WLAN Survey**

1. Provide a copy of the most recent facility drawings indicating all in-scope areas.
2. Provide a copy of the most recent facility drawings clear of any markups.
3. Provide specifications and requirements for active wireless survey.
 - a. Frequencies to scan and desired channels.
 - b. WLAN/SSID to measure and survey.
4. Appropriate personnel should be notified prior to arrival onsite
5. Provide contact information to VOX engineer to work with while onsite
6. Required to sign off within five (5) business days from the Project completion date to report any work not performed under the scope of work; any reporting after this period will be billed under a separate agreement
7. VOX's proposed 802.11 Wireless survey service does not include cabling, electrical or other validation.

8. The onsite Wireless survey is to collect passive wireless data by VOX Network Solutions engineers.

C. Customer Responsibilities - Project Management. The following are the customer responsibilities for Standard Project Management.

1. Manage the collection of customer data using VOX provided data collection forms.
2. Coordinate and ensure compliance with VOX provided technical requirements.
3. Provide information and guidance on customer Change Management policies.
4. Assist the VOX Project Manager as necessary with scheduling and coordination of customer resources.
5. Provide any VOX requested documentation or information necessary to adhere to the Project schedule.
6. Coordinate and provide any necessary access to customer systems.
7. Attend all mutually agreed upon required Project meetings (if applicable).
8. Coordinate all customer provided vendors, subcontractors, and LEC/Carrier interactions.

ATTACHMENT A

RFP

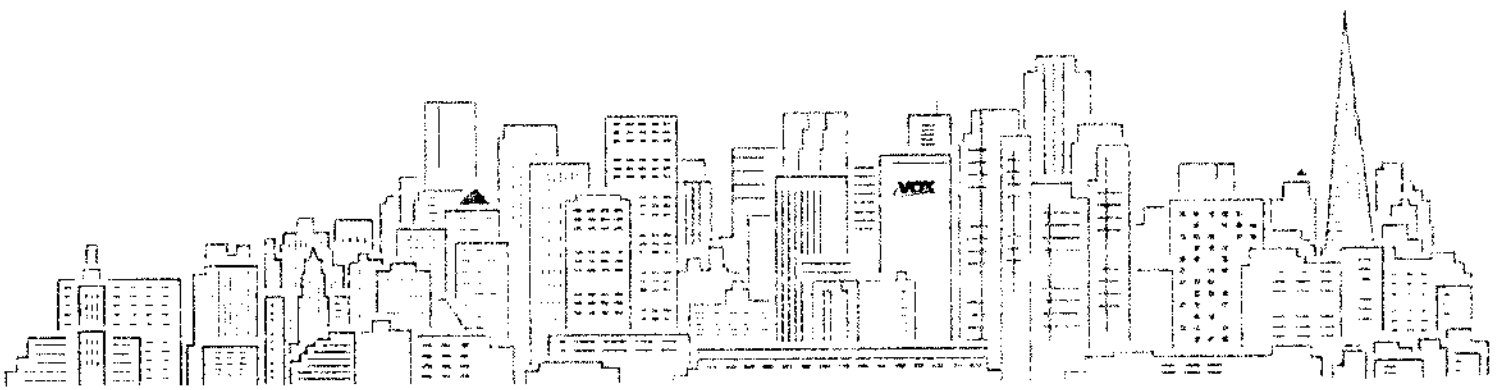
See attached.



We help you prosper

PROPOSAL
City of Redondo Beach
LAN/WLAN RFP 2021-005

VERSION	QUOTE #	DATE PREPARED	PREPARED FOR	PREPARED BY
8	32162-01	07/10/2021	Erica DeLeon City of Redondo Beach IT Services	Albert Chavira RFP, (800) 100- 1000 / @voxns.com



EXECUTIVE SUMMARY

The City of Redondo Beach is preparing for City of the Future initiatives by bringing all critical wired and wireless networking infrastructure up to date and on supported software releases, to increase redundancy and resiliency, increase bandwidth and throughput, increase security, and provide city services with a reliable data communication infrastructure into the future. Additionally, the City is seeking an overall network that is easy to manage and administer, reliable and secure, and partner with a Vendor that is knowledgeable about the needs of local governments.

VOX Network Solutions is pleased to respond to The City of Redondo Beach's RFP with the following comprehensive solution by Cisco Meraki for Wired and Wireless LAN. VOX is confident that the proposed Meraki solution will enable the City to best achieve their stated objectives of replacing its existing, aging Wired and Wireless LAN with modern infrastructure on supported software. Meraki will afford The City the desired increased capacity, redundancy, resiliency, bandwidth, throughput, and security described in the RFP. All of this while enabling the City of the Future initiatives with tightly integrated IoT devices and applications.

We also understand that the new LAN/WLAN infrastructure must be easy to control and manage. Meraki's cloud-based management provides unified visibility and control of the entire network via a single, cloud-based dashboard: controlling wireless, switching, and security appliances, without the cost and complexity of wireless controllers or overlay management systems.

- Simple, integrated Dashboard: Administrators can remotely make changes, configurations, and troubleshoot issues across multiple devices.
- Unified configuration: Switch Templates allow the definition of a single source configuration template to which all switches can be bound.
- Rapid provisioning: With Meraki zero-touch provisioning, templates can be created and then switches bound to them without the need to un-box or configure a single switch. Create a store switch template, apply it to all store switches and deploy them directly, making switches truly plug-and-play.
- Revision Management: No matter where switches are installed, templates enable switch configurations to be managed in bulk, reducing repetitive, per-switch changes. Change a port, add a QoS rule or push a new software update to all devices at once.

TECHNICAL SOLUTIONS SUMMARY

Description of Proposed Solution

VOX is proposing a Meraki WLAN/LAN switching solution. This solution is conveniently managed completely from the Meraki Cloud Dashboard.

VOX has included the following Meraki hardware to meet the needs in this proposal:

Core Aggregation Layer

The Cisco Meraki MS400 Series brings powerful cloud-managed switching to the aggregation layer. This range of 1 and 10Gbps fiber aggregation switches adopts the benefits of the cloud: simplified management, reduced complexity, network wide visibility and control, and lower cost for campus deployments.

- 4 Meraki MS425-32 with 32x 10Gbps interfaces and 2x40Gbps uplink interfaces.
 - 2 MS425-32 in a stacked configuration will be placed in the City Hall Computer Room.
 - 2 MS425-32 in a stacked configuration will be placed in the EOC Computer Room.

Access Layer

The Meraki MS390 addresses the most demanding enterprise applications by combining the simplicity of the Meraki dashboard with

TECHNICAL SOLUTIONS SUMMARY

powerful switching hardware. To satisfy high-bandwidth applications and the deployment of high-speed 802.11ax/wifi-6 access points, the MS390 provides multigigabit ports, 480G stacking, and modular 10/40G uplinks. The MS390 delivers resiliency with fast stack convergence and Stack Power. The MS390 provides Adaptive Policy using an over-the-wire tag which segments traffic into security groups to deliver scalable security. The MS390 is integrated under the Meraki dashboard to provide a simply powerful solution to the most demanding wired access applications. Adaptive Policy provides simple & scalable security policies to segment traffic using Security Groups. Security Groups are created in the dashboard using natural language such as "IoT device" & "Guest." The security policy intent (e.g., Permit or Deny) is then simply provisioned between Security Groups which results in the segmentation of each group's traffic. By making security policy management intuitive and scalable relative to legacy IP-address based Access Control Lists, Adaptive Policy empowers operators to confidently secure their network traffic independent of future network changes.

- 29 Meraki MS390-48UX2 this is a 48 port multigigabit access switch with 4x10Gbps Uplinks
- 15 Meraki MS390-24UX this is a 48 port multigigabit access switch with 4x10Gbps Uplinks
 - Any sites that require multiple access switches will be in a stacked switch configuration.

Wireless LAN

The Cisco Meraki MR44 is a cloud-managed 2x2:2 + 4x4:4 802.11ax access point that raises the bar for wireless performance and efficiency. Designed for next-generation deployments in offices, schools, hospitals, shops, and hotels, the MR44 offers high throughput, enterprise-grade security, and simple management. The MR44 provides a maximum of 3 Gbps* aggregate frame rate with concurrent 2.4 GHz and 5 GHz radios. A dedicated third radio provides real-time WIDS/WIPS with automated RF optimization, and a fourth integrated radio delivers Bluetooth scanning and beaconing. With the combination of cloud management, high performance hardware, multiple radios, and advanced software features, the MR44 makes an outstanding platform for the most demanding of uses—including high-density deployments and bandwidth or performance-intensive applications like voice and high-definition video.

The Cisco Meraki MR46 is a cloud-managed 4x4:4 802.11ax access point that raises the bar for wireless performance and efficiency. Designed for next-generation deployments in offices, schools, hospitals, shops, and hotels, the MR46 offers high throughput, enterprise-grade security, and simple management. The MR46 provides a maximum of 3.5 Gbps* aggregate frame rate with concurrent 2.4 GHz and 5 GHz radios. A dedicated third radio provides real-time WIDS/WIPS, with automated RF optimization. A fourth integrated radio delivers Bluetooth scanning and beaconing. With the combination of cloud management, high-performance hardware, multiple radios, and advanced software features, the MR46 makes an outstanding platform for the most demanding of uses—including high-density deployments and bandwidth or performance-intensive applications like voice and high-definition video.

The Cisco Meraki MR86 is a cloud-managed 4x4:4 802.11ax access point that raises the bar for wireless performance and efficiency. Designed for next-generation deployments in offices, schools, hospitals, shops, and hotels, the MR86 offers high throughput, enterprise-grade security, and simple management. The MR86 provides a maximum of 3.5 Gbps* aggregate frame rate with concurrent 2.4 GHz and 5 GHz radios. A dedicated third radio provides real-time WIDS/WIPS with automated RF optimization, and a fourth integrated radio delivers Bluetooth scanning and beaconing. With the combination of cloud management, high performance hardware, multiple radios, and advanced software features, the MR86 makes an outstanding platform for the most demanding of uses—including high-density deployments and bandwidth or performance-intensive applications like voice and high-definition video.

- 81 MR44 Access points for all city locations.
- 2 MR46 High Density Access points for locations that require High Density coverage.
- 4 MR 86 Outdoor Access points for the locations requiring outdoor coverage.
- 8 Meraki Dual-band Omni Antennas
- 2 - 13dbi Patch antenna for use at the Seaside Lagoon Outdoor Area

Optical Multiplexer/Demultiplexer

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Based on free-space technology, the passive 8 channels CWDM MUX DEMUX allows you to multiplex/demultiplex eight separate channels into one pair of fiber. It's protocol and rate transparent supporting different applications such as 1G/10G/25G Ethernet, SDH/SONET and 8/4/2/1G Fiber Channel across the same fiber link. The monitor port allows you to attach a power meter or an optical spectrum analyzer to assist you in monitoring and troubleshooting the network. The expansion port is used to add more channels to the network, which provides the flexibility to increase capacity of existing fiber infrastructure.

Optical Multiplexer/Demultiplexer Mounting Bracket

High-performance FMU Series Chassis Unloaded

- Support 2 Slots Plug-in Mux/OADM for Future Extension
- 1U Rack Mount Design, Easy Installation and Maintenance
- SPCC Material, Extra Strength and Corrosion-resistant
- Flexible Mounting Bracket to Adjust the Mounting Depth
- FMU 2-Slot 1U 19" Rack Chassis

PROFESSIONAL SERVICES SOW

Project Specific Scope of Work

VOX Professional Services to provide Project Management, onsite and remote Network Engineering, and installation services to deploy the above defined solution.

VOX understands the City's intent is to deploy the solution over a 1-2 month period. At the onset of the project, detailed project planning will initiate to define the project plan governing the project, and will include:

- Timelines for the planning, staging, installation, testing and cutover phases of the project
- Detailed review of the phased migration plan to mutually define the grouping and order of switches, sites and departments that will be migrated into production on the new network after completion of installation, VOX testing and UAT. These will be documented into the project plan upon mutual agreement.
 - Special attention will be given to locations supporting First Responder actions and the unique testing and downtime requirements for these sites.
- Per the specifications of the RFP and in addition to the detail below, VOX will include the following deliverables:
 - Consultation, best practice recommendations, and switch configuration scripts for the models and software revision levels proposed.
 - Sample configurations, and once approved by the City, that will be customized and deployed into each device scoped for deployment under this project

Information Discovery and Detailed Design

Technical workshop with key customer engineering resources

- Gather and review existing network architecture details, including current network topology and IP, subnet, and VLAN breakdown.
- Identify all in scope and out of scope devices.
- Review provided documentation for each location and discuss any observed possible deployment issues.
- Design detailed CWDM connectivity requirements and create related drawing for each location.
- Determine and design any additional IP subnets / VLANs that are recommended or required and create plan for safely implementing these as part of the Meraki deployment.

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- Gain access to current infrastructure
- Review in detail the configuration of current network infrastructure.
- Identify needed routing changes for each of the migration phases.
- Work with the City to create a phased migration plan for each of the sites.
- Create acceptance test plan.

High Level Implementation Overview

- Gain access to new hardware
- Register devices and install latest software
- Configure new hardware to accommodate new design
- Identify any configuration items on other devices out of scope for the project.
- Conduct wireless site survey and validate placement of AP's
- Rack, Stack, Wire, and Fire all new equipment and verify interconnectivity of the new WLAN/LAN infrastructure
- Cross connect new infrastructure to existing infrastructure.
- Begin phased migration of each of the sites making appropriate changes on out of scope devices to facilitate routing for migrated sites.
- Provide 1st day of business support post migration for each site.
- Once 80% of the sites have been migrated, we will then migrate external WAN connectivity over to the new core.

WLAN Survey ("Heat Map")

Engineer will perform a Survey covering both the 2.4GHz and 5GHz frequencies with a replacement AP model (AP on a stick), for all in-scope areas to specifications and requirements provided by VOX Network Solutions engineering. The 2.4GHz and 5GHz frequencies will be measured to identify the signal propagation and validate replacement of the existing APs in the same locations with the proposed APs based upon building characteristics. Heat Maps, Signal to Noise Charts, and other data will be compiled using industry standard survey software and tools.

- Perform an onsite Interference Analysis including measurement of internal and external interference sources present at the time of the analysis. Identify overall levels of interference and specific interference sources which may adversely impact wireless network performance

The intent and deliverable of this survey will be to jointly determine the optimal locations for deployment of Wireless Access points as well as identifying dead-spots or areas of interference. The scope of this survey is based on the documentation and physical details provided as part of the RFP response. Any modifications or deviations from the documentation provided is subject to review and, if applicable, change order to accommodate.

Implementation Detailed Statement of Work

Project Overview:

- The project includes:
- Switch Implementation and Migration Services for Meraki Core Switches, Access Switches, and Access Points as detailed in the Solution Summary above

Approach and Deliverables:

- The Services for this project are organized into the following workstreams. The sections below for each workstream describe the tasks and associated Deliverables for each workstream.

Technical Workstream:

PROFESSIONAL SERVICES SOW

- The technical workstream is comprised of architecture, technical design, development/configuration, and infrastructure activities. VOX's provision of the Deliverables and performance of VOX obligations are contingent on both Assumptions being accurate and complete, and Customer fulfilling the Customer obligations. The technical workstream for this SOW consists of the following obligations and Deliverables:

Task Description	Deliverables and VOX Obligations	Deliverable Assumptions and Customer Obligations
Project initiation	Conduct kickoff meeting <ul style="list-style-type: none"> Initial project kickoff meeting to get contacts on both sides Access provisioning for engineers 	<ul style="list-style-type: none"> Customer will identify project stakeholders Customer project stakeholders shall be available throughout the project to provide background, contact and scoping information To be performed via conference call Customer project stakeholder shall be responsible for approving Change Requests and provide escalation contacts as needed Customer shall be responsible for remote access to VOX implemented Meraki products once deployed on premises as required by VOX for the project if needed due to Cloud Connectivity issues
Cisco Meraki Implementation and Migration Services	Discovery <ul style="list-style-type: none"> Identify all devices in scope Review customer provided architecture and configuration detail of current network for integration reference Review current configurations as required for integration Work with Customer to understand future needs and current issues Implementation <ul style="list-style-type: none"> Gain access to new hardware Register devices and install latest software Configure new hardware to accommodate new design Identify any configuration items on other devices out of scope for the project and notify Customer Run any redundant cables and test before migration Configure 10 Service Set Identifier (SSIDs) with splash page login Migrate one switch at a time and test connectivity in each building. Migrate cores and test connectivity Migrate datacenter switches and test connectivity to entire campus 	<ul style="list-style-type: none"> Scope includes the above defined quantity of Meraki Core Switches, Access switches and Access points Customer will provide VPN and Remote access to Engineer as needed to VOX implemented Meraki products once deployed on premises if needed due to Cloud Connectivity issues Design services will be provided remotely with physical onsite installation support included for rack and stack install and cutover support Configuration of any devices outside the "Devices In-Scope" are to be considered out of scope and will require a Change Request VOX should have access to the environment to configure the devices. No support of remote screenshared or remote collaboration platforms is included Customer will provide dedicated point of contact in the event any actions are needed onsite <p>Customer is responsible for the following:</p> <ul style="list-style-type: none"> Providing required access, support and credentials along with knowledge of current setup with network diagrams and topology information Ensuring that all the relevant IT staff, SMEs and Business stakeholder are available to notify events, answer questions and make decisions

PROFESSIONAL SERVICES SOW

	<ul style="list-style-type: none"> • Harden network devices for stability, performance, and security • Lock down management access to new hardware • Document any changes to final state diagram during implementation • Project delivery document and project closure • FIPS 140-2 compliant configuration will be implemented as part of this SOW 	<ul style="list-style-type: none"> • during the project and there is management commitment • Providing access to existing policy and procedure documentation • Providing facility access, IP addresses, domain names, admin privileges, etc. included in project scope • Providing access to necessary environments at the start of the engagement • Ensuring system availability when project starts so project can begin in a timely manner
Close out summary/knowledge transfer	Upon project completion and acceptance, project review and knowledge transfer will serve to transfer support back to the Customer	<ul style="list-style-type: none"> • Knowledge transfer is not classroom format but rather a review of project deliverables with Customer resources with appropriate experience • Webex or other mutually approved remote screen sharing platform will be scheduled following the delivery of project deliverables at a mutually agreeable time • Close out and knowledge transfer will be done remotely

Network Switch deployment details:

VOX will support the preparation, configuration, and deployment of the network hardware per the specifications defined in the RFP as follows:

- All hardware will be shipped to VOX to perform a complete inventory based on the Bill of Materials.
- Physical preparation:
 - Insert redundant power supplies
 - Insert network modules
 - Attach rack mounting brackets
 - Affix printed label with hostname and management IP address to right side of switches (viewed from front), just past the vent openings
- Initial configuration – leave all factory defaults in place EXCEPT for the following:
 - Add IP address for VLAN1 interface
 - Add IP default gateway
 - Change hostname
 - Configure ALL fix uplink ports and ALL module uplink ports as 802.1q trunks
 - Configure VTP domain name, password, version and mode
 - Set local username/password, global secret, and line login mode and passwords for console and terminal access
 - Enable web server (non-secure)
 - Configure VLANs as specified by the City
- Perform software upgrades:
 - Versions will be the latest supported version after discussion with the City at time of task
- Test equipment:

PROFESSIONAL SERVICES SOW

- Burn in all equipment for a minimum of 3 days
 - Test interoperability to the maximum extent possible
 - Test programming and functionality to the maximum extent possible
- Repackage switches and affix 2 hostname labels to outside of each box on the Top of box and Front side of box
- Ship all equipment to the City's main office location (one site only)
- Provide on-site support as needed during cutover (during or after hours based on site profile defined during project planning)

Wireless LAN deployment details:

VOX will support the preparation, configuration, and deployment of the Wi-Fi hardware per the specifications defined in the RFP as follows:

- All hardware will be shipped to VOX to perform a complete inventory based on the Bill of Materials.
- Meraki Cloud configuration of System Administration and AAA portals, and other provided services within the scope of the project:
- Physical preparation of Wireless Access Points: Confirm physical connectivity to the network, and Meraki Cloud, of a sample number of WAPs.
- Perform software upgrades:
 - Versions will be specified by the City at time of task
- Full configuration:
 - IP addresses provided by the City at time of task
 - Configure CAPWAP (RFC 5415 Control and Provisioning of Wireless Access Points) or similar and provide DHCP settings requirements to The City
 - Configure application visibility
- Configure up to 10 wireless networks (SSIDs) SSIDs for
 - New advanced corporate data 802.1x certificate-based, the City will provide Microsoft Windows Server AD services
 - Basic corporate data WPA2 Personal
 - New hidden IT/IS administrative network 802.1x based
 - New basic VoIP WPA Personal (voice QoS)
 - Staff 802.1x and/or captive portal
 - Library Patron captive portal
 - New public/guest network with captive T&C web portal
- Test equipment
 - Burn in all equipment for a minimum of 3 days
 - Test interoperability to the maximum extent possible
 - Test programming and functionality to the maximum extent possible
- Repackage controllers and affix 2 hostname labels to outside of each box on the Top of box and Front side of box
- Ship all equipment to The City's main office location (one site only)
- Provide on-site The City support as needed during go-live to be specified during project/cutover planning
- Install the wireless access points in the ceiling of all City buildings that will have wireless coverage.
 - The City is responsible for providing POE and network cabling to all designated AP locations
 - Access to locations for installation and quote assumes a lift or other mechanical device requirements will not be required for placement beyond a standard ladder.
- Prepare the system to run a heat map of WLAN coverage, including uploading City provided Floor Plans, and then provide recommendations for Best Practice configuration modifications based on the results of the Heat Map.

SIT and UAT Solution Testing:

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- SIT and UAT – 1 to 2 weeks prior to UAT testing, VOX will complete Unit Testing (UT) of individual solution components, as well as System Integration Testing (SIT) between various parts of the VOX provided solution and the City provided network. SIT should follow VOX/Manufacturer/Service Provider best practices but be at least as comprehensive as the UAT test plan to ensure that UAT testing will be successful. VOX will test all installed equipment to manufacturer and VOX supplied test plans and correct all defects prior to UAT.
- UAT – VOX will supply a recommended test plan, which Communications Strategies and the City will edit into a final User Acceptance Test (UAT) plan that confirms the operation and resilience of all applications to the requirements specified in the RFP.
- VOX shall provide appropriate staff availability during the UAT period to support customer UAT activities and remediations, if any, to be defined and fulfilled per detailed project planning. UAT system testing should be conducted at least 1-2 weeks prior to going live with the initial phase of the Solution.

Phased Migration:

- All equipment to be fully installed and tested to VOX and City specifications prior to cutover into production of the first phase
- The grouping and order of phasing will be defined during the initiation and Planning phases of the project as stated above
- With a fully installed and “pre-production” network, movement of users, devices and sites onto the new Meraki network will follow a detailed task provided with the project plan including but not limited to:
 - Onsite and patching requirements
 - Priority devices and locations requiring special attention for migration
 - Test plan and site-specific requirements for each phase to be mutually reviewed
 - Planning, documentation of and updating routing on the new Meraki network (performed by VOX) in concert with routing updates on the legacy network (performed by the City) to ensure connectivity and routing for each location migrating within a phase.
- Rolling lessons will be tracked with improvements noted and implemented as the teams move from phase to phase

Cutover Coverage:

- All equipment will be pre-staged labelled and organized in such a manner as to minimize any outages or service disruptions. Service disruptions that affect a very small and limited area (such as WAP deployments once the WLAN is fully configured) will be performed during business hours. Major disruptions will be conducted after business hours on weekdays. The identification and qualification of sites and phases as minor or major will be a detailed deliverable for phased migration planning.
- For all scheduled defined cutovers in the final approved project plan, VOX will provide onsite network engineer, and remote Project Management to support the defined cutover tasks and testing, with post cut support for a mutually agreed upon and appropriate duration to resolve all punch items requiring onsite support.
- After reasonable punch list items are resolved, additional issues will be moved to an exception list and will be tracked by VOX with an action plan, responsible person, and deadline for completion. VOX will provide daily updates on the remaining exception list items

System Acceptance:

- All equipment delivered and installed. All core Solution applications and functionality deployed. Certain advanced features and applications may be deployed later upon the City preference at the end of the project, in which case they should be installed and tested before System Acceptance.
- All Knowledge Transfer and training completed.
- All installation issues resolved to the City's satisfaction.
- Documentation representing the system “As Built” is delivered and reviewed with the City. System Administrator and Help Desk training provided that will allow the City to manage the Solution.
- The City may agree to system acceptance with a mutually acceptable exception list

Deliverable Guidelines:

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- Deliverables are listed in the Deliverable section of each workstream.
- VOX will deliver one (1) electronic copy of the Deliverable to the Customer Project Manager.

SOW Assumptions:

- The Scope of Services and fees for this SOW are based upon the following assumptions ("Assumptions"):
- VOX shall provide non service-affecting Services under this SOW (except holidays) either: (a) during normal business hours, 9:00 AM to 5:00 PM, in the time zone where the Services are performed, Service affecting cutover tasks will be supported outside of normal business hours.
- Services pricing is based upon a contiguous series of project activities. If there is a break or delay in the scheduled work, which are caused by Customer, then VOX may invoice for additional service charges. A material delay is defined as a delay lasting longer than one business day.
- All project documentation will be delivered electronically.

• Customer Responsibilities:

- Customer acknowledges that delays in performance of its responsibilities may result in additional cost and/or delay of the completion of the project.
- The Customer Project Sponsor shall identify key Customer stakeholders as part of the project kick off documentation, coordinate with necessary stakeholders on the Customer side who need to be involved in the decision making process, shall schedule meetings with such stakeholders, and shall inform VOX and the Customer Project Manager of Customer Decisions.
- Customer shall:
 - Designate the Customer Project Sponsor.
 - Be responsible for all Customer Decisions communicated by Customer Project Sponsor.
 - Ensure that its staff is available to provide such assistance as VOX requires completing the Services.
 - Ensure that its staff has the appropriate skills and experience.
 - Coordinate, schedule and secure all participants for meetings/workshops as required, ensuring that key stakeholders attend the meetings.
 - Provide all information and materials reasonably requested by VOX, within mutually defined reasonable timeframe
 - Ensure that all information disclosed to VOX is true, accurate, and not misleading in any material respect. VOX is not liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information disclosed by Customer.

Customer Responsibilities, Exclusions and Assumptions - WLAN Survey

- Provide a copy of the most recent facility drawings indicating all in-scope areas
- Provide a copy of the most recent facility drawings clear of any markups
- Provide specifications and requirements for active wireless survey
 - Frequencies to scan and desired channels
 - WLAN/SSID to measure and survey
- Appropriate personnel should be notified prior to arrival onsite
- Provide contact information to VOX engineer to work with while onsite
- Required to sign off within five (5) business days from the project completion date to report any work not performed under the scope of work; any reporting after this period will be billed under a separate agreement
- VOX's proposed 802.11 Wireless survey service does not include cabling, electrical or other validation.
- The onsite Wireless survey is to collect passive wireless data by VOX Network Solutions engineers
- The survey conducted is in an unlicensed spectrum and the client must acknowledge that the environment may be subject to change

PROFESSIONAL SERVICES SOW

due to external RF contribution by a third party that may influence performance in the facility

- VOX is not responsible for any changes in external RF energy that may present after the survey which may be contributed by a third party or neighboring properties to any of the facilities

Project Management

Project Management Tasks

The VOX Project Manager will serve as the primary point of contact for all issues related to the project. The VOX Project Manager will perform the following tasks as part of the project:

- Review and understand the Statement of Work (SOW) as well as the goals of the customer
- Make preliminary contact with the customer and review project expectations and next steps
- Create a detailed project plan. The project plan will define project tasks, responsibilities, and project timelines. The project plan will be updated as necessary as part of ongoing project status meetings.
- Plan, schedule, and conduct a remote project kickoff call with the customer and VOX project teams. The kickoff call will include the following agenda items as applicable:
 - Introduce team members and review customer and VOX roles and responsibilities
 - Review the project objectives with the customer and the VOX project team
 - Review and update the project contact list
 - Review the technical requirements for the solutions and equipment being implemented
 - Review the VOX change management process
 - Conduct an initial discussion of required data collection forms
 - Review and update the initial project plan and confirm project task responsibilities
 - Conduct an initial discussion of training (if applicable)
- Place the equipment order and provide order status and delivery information to the customer
- Schedule and manage VOX project resources
- Hold remote status calls with the customer and VOX project teams
- Coordinate project logistics between the customer and VOX
- Perform Project Control activities to include:
 - Managing the project plan
 - Managing project risk
 - Holding status meetings
 - Reporting project status to the project teams
 - Managing project change orders
 - Validating the collected information and requirements from the customer
 - Managing the installation and configuration to include hardware, software, and services
- Remotely plan and manage the project implementation
- Remotely plan and manage the project cutover activities. The VOX Project Manager will remotely manage the cutover activities and ensure that any issues that may arise are identified, documented, and addressed.
- Provide status updates for first day of business support activities (if applicable)
- Understand and comply with customer provided change management policies

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- Coordinate the handoff to VOX support (if applicable)
- Schedule and conduct a project closure meeting with customer and VOX project teams

VOX Deliverables - Project Management

In addition to the project tasks performed above, the following are the VOX deliverables associated with Standard Project Management services:

- Provide the customer with the appropriate technical requirements and data collection forms and once completed, review the collection forms for accuracy
- Provide the relevant project planning documentation to include:
 - Project contact list
 - Kickoff meeting agenda and minutes
 - Detailed and mutually agreed upon project plan
 - Status meeting agenda and minutes
 - Training plan and schedule (if applicable)
 - Solution and/or equipment test plans (if applicable)
- Provide the customer an equipment delivery schedule for any VOX provided equipment
- Report any project changes which may impact the project schedule
- Provide the customer with a handoff package to include:
 - Project description and summary
 - "As-Built" diagrams (if applicable)
 - Warranty and support information
 - Post-install punch list (if applicable)

Customer Responsibilities - Project Management

The following are the customer responsibilities for Standard Project Management:

- Manage the collection of customer data using VOX provided data collection forms
- Coordinate and ensure compliance with VOX provided technical requirements
- Provide information and guidance on customer Change Management policies
- Assist the VOX PM as necessary with scheduling and coordination of customer resources
- Provide any VOX requested documentation or information necessary to adhere to the project schedule
- Coordinate and provide any necessary access to customer systems
- Attend all mutually agreed upon required project meetings (if applicable)
- Coordinate all customer provided vendors, subcontractors, and LEC/Carrier interactions

Site Not Ready

If operational functionality cannot be established because Customer's responsibilities were not met or non VOX vendors have not met their responsibilities (unless under an Agency Agreement), Customer may incur additional charges.

Additional Equipment, Change, Vendor, and Resource Information

PROFESSIONAL SERVICES SOW

A duly authorized representative of Customer, upon acceptance thereof by VOX of a Job Change Order (JCO) may add additional equipment and or services to the contracted Bill of Materials and services SOW at the charges applicable upon execution. Such modification will state the location and the additional items of equipment and or services. In the event the Customer requests changes in the installation specifications, VOX reserves the right to adjust the contract price to correspond with the additions or modifications to or deletions from the amount of work to be performed. All such requests shall be made in writing by Customer to VOX, and VOX shall be entitled to amend the Schedule hereto to reflect these changes.

Out of scope services will be invoiced hourly at prevailing VOX T&M rates under the following schedule:

- Monday through Friday 8am to 5pm local time: Standard Hourly Rate
- Monday through Friday 5pm to 8am local time and Saturdays: Overtime (1.5 x hourly rate)
- Sunday work commencing after 6am local time and all work conducted on a holiday: Premium Time (2 x hourly rate)

Our standard Network Engineer rate of \$289/hour would apply under T&M billing, however transactional rack/stack/patching and basic config is billed at our \$184/hr rate.

Cancellation and Delays

Cancellation:

An order once placed with and accepted by VOX can be cancelled only with the consent of VOX and upon terms, which will indemnify VOX against all loss, incurred as a result thereof. Cancellation fees of up to 25% of the selling price may apply to equipment purchases that are ordered but cancelled prior to installation.

Professional Services cancellation fees will be incurred once resources have been engaged on the project and result in billing of the greater amount of 25% of the Professional Services sales price, or the billable rate of the hours incurred to the point of cancellation.

In the event that Customer is in Default under this agreement, VOX may cancel or terminate any or all service(s) provided.

Delays:

Project timelines will be established and agreed upon by customer and VOX at the beginning of the project cycle. Prolonged delays to the schedule may result in additional charges being applied. These charges may include, but are not limited to, a project restart fee of 10% of the professional services costs of the original project.

Freeze Dates:

Freeze dates are jointly developed and agreed to by the customer and the VOX project team and incorporated into the project plan. Where freeze dates are applicable and documented in the project plan, the PM will provide written notification to the customer confirming entry into the freeze period. If changes are made by the customer after the freeze date, VOX will provide additional charges via a Job Change Order (JCO).

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

LAN/WLAN RFP 2021-005



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Core Switches

Description	Price	Qty	Ext. Price
MS425-32-HW Cisco Meraki Cloud Managed Ethernet Aggregation Switch MS425-32 - Switch - managed - 24 x 10 Gigabit SFP+ + 2 x 40 Gigabit QSFP+ (uplink) - front to back airflow - rack-mountable	\$5,952.13	4	\$23,808.52
MA-PWR-250WAC Cisco Meraki - Power adapter - 250 Watt - for Cloud Managed MS320-24, MS320-48, MS350-24, MS350-48	\$152.09	4	\$608.36
MA-CBL-40G-50CM Meraki 40GbE QSFP Cable, 0.5 Meter - 1.64 ft QSFP Network Cable for Network Device - QSFP Network - 40 Gbit/s	\$29.75	4	\$119.00
78163 8 Channels 1470-1610nm, with Monitor and Expansion Port, LC/UPC, Dual Fiber, Low Insertion Loss CWDM Mux Demux, FMU Plug-in Module	\$457.65	10	\$4,576.50
30408 FMU 2-Slot 1U 19" Rack Chassis Unloaded, holds up to 2 Units FMU Plug-in Module	\$64.71	6	\$388.26
69207 Blank Plate for FMU 2-slot 1U 19" Rack Chassis	\$4.00	2	\$8.00
QSFP-40GE-LR4 Cisco 40GBASE-LR4 QSFP+ Module for SMF - For Data Networking, Optical Network - 1 x LC Duplex 40GBase-LR4 Network40	\$363.53	5	\$1,817.65
CWDM-SFP10G-10M Cisco CWDM-SFP10G-1490-10 Compatible 10G 1490nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	8	\$1,120.00
CWDM-SFP10G-10M Cisco CWDM-SFP10G-1530-10 Compatible 10G 1530nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	10	\$1,400.00
CWDM-SFP10G-10M Cisco CWDM-SFP10G-1570-10 Compatible 10G 1570nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	6	\$840.00

Core Switches

Description		Price	Qty	Ext. Price
CWDM-SFP10G-10M	Cisco CWDM-SFP10G-1610-10 Compatible 10G 1610nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	4	\$560.00
SFP-10GSR-85	Cisco Meraki SFP-10GB-SR Compatible, 10GBASE-SR SFP+ 850nm 300m DOM LC MMF Transceiver Module	\$22.35	6	\$134.10
SFP-10GLR-31	Cisco Meraki SFP-10GB-LR Compatible, 10GBASE-LR SFP+ 1310nm 10km DOM LC SMF Transceiver Module	\$30.59	16	\$489.44
Subtotal:				\$35,869.83

Access Layer Switches

Description		Price	Qty	Ext. Price
MS390-48UX2-HW	Cisco Meraki Cloud Managed MS390-48UX2 - Switch - L3 - managed - 48 x 100/1000/2.5G/5GBase-T (UPOE) - rack-mountable - UPOE (645 W)	\$3,304.15	29	\$95,820.35
MA-MOD-4X10G	Cisco Meraki Uplink Module - Expansion module - Gigabit Ethernet / 10Gb Ethernet x 4 - for Cloud Managed MS390-24, MS390-48	\$343.63	40	\$13,745.20
MA-PWR-715WAC	Cisco Meraki - Power supply - hot-plug (plug-in module) - AC 100-240 V - 715 Watt - for Cloud Managed MS390-24, MS390-48	\$342.26	44	\$15,059.44
MA-PWR-CORD-US	Cisco Meraki - Power cable - IEC 60320 C13 to NEMA 5-15 (M) - United States - for Cisco Meraki MR30, MR33, MR74, MR84; Cloud Managed MS120, MS210, MS225, MS250	\$6.29	48	\$301.92
MA-CBL-120G-50CM	Cisco Meraki - Stacking cable - 1.6 ft - for P/N: MS390-24UX-HW, MS390-48P-HW, MS390-48U-HW, MS390-48UX2-HW, MS390-48UX-HW	\$33.06	23	\$760.38
MS390-24UX-HW	Cisco Meraki Cloud Managed MS390-24UX - Switch - L3 - managed - 24 x 100/1000/2.5G/5G/10GBase-T (UPOE) - rack-mountable - UPOE (560 W)	\$3,435.53	15	\$51,532.95
MA-CBL-SPWR-30CM	Meraki Standard Power Cord - For Switch - 11.81" Cord Length	\$29.08	23	\$668.84
78163	8 Channels 1470-1610nm, with Monitor and Expansion Port, LC/UPC, Dual Fiber, Low Insertion Loss CWDM Mux Demux, FMU Plug-in Module	\$447.13	30	\$13,413.90
30408	FMU 2-Slot 1U 19" Rack Chassis Unloaded, holds up to 2 Units FMU Plug-In Module	\$63.22	15	\$948.30

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Access Layer Switches

Description		Price	Qty	Ext. Price
CWDM-SFP10G-10M	CWDM-SFP10G-1490-10 Compatible 10G 1490nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$136.78	9	\$1,231.02
CWDM-SFP10G-10M	CWDM-SFP10G-1530-10 Compatible 10G 1530nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$136.78	11	\$1,504.58
CWDM-SFP10G-10M	CWDM-SFP10G-1570-10 Compatible 10G 1570nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$136.78	7	\$957.46
CWDM-SFP10G-10M	CWDM-SFP10G-1610-10 Compatible 10G 1610nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$136.78	5	\$683.90
SFP-10GSR-85	SFP-10GB-SR Compatible, 10GBASE-SR SFP+ 850nm 300m DOM LC MMF Transceiver Module	\$21.84	9	\$196.56
SFP-10GLR-31	SFP-10GB-LR Compatible, 10GBASE-LR SFP+ 1310nm 10km DOM LC SMF Transceiver Module	\$29.89	17	\$508.13

Subtotal: **\$197,332.93**

WLAN Replacement

Description		Price	Qty	Ext. Price
MR44-HW	Cisco Meraki MR44 - Wireless access point - 802.11ac Wave 2 - Wi-Fi 6 - 2.4 GHz, 5 GHz - DC power	\$310.86	81	\$25,179.66
MR46-HW	Cisco Meraki MR46 - Wireless access point - 802.11ac Wave 2 - Wi-Fi 6 - 2.4 GHz, 5 GHz - DC power	\$392.04	2	\$784.08
MR86-HW	Cisco Meraki MR86 - Wireless access point - 802.11ac Wave 2 - Wi-Fi 6 - 2.4 GHz, 5 GHz	\$608.46	4	\$2,433.84
MA-ANT-20	Meraki Dual-Band Omni Antenna (4/7 dBi Gain) Set - Antenna - 4 dBi, 7 dBi - omni-directional (pack of 2) - for Cisco Meraki MR62, MR66, MR72 Cloud-Managed 802.11ac Outdoor AP	\$53.85	4	\$215.40
AIR-ANT2513P4M-N=	Cisco Aironet Four-Port Dual-Band Polarization-Diverse Antenna - Range - UHF, SHF - 2.4 GHz to 2.5 GHz, 5.15 GHz to 5.925 GHz - 13 dBi - Wireless Data Network, OutdoorWall/Ceiling/Pole/Mast - Directional	\$446.20	2	\$892.40
AIR-CAB005LL-R-N=	Cisco RP-TNC/N-Type Antenna Cable - 5 ft N-Type/RP-TNC Antenna Cable for Antenna - RP-TNC Antenna - N-Type Antenna	\$36.25	8	\$290.00

Subtotal: **\$29,795.38**

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

Training

Description	Price	Qty	Ext. Price
TRN-CLC-000 Cisco Learning Credits - pre-purchasing training funds unit (pack of 10)	\$578.70	20	\$11,574.00
Subtotal:			\$11,574.00

Estimated Sales TAX

Description	Price	Qty	Ext. Price
Sales Tax - CA Redondo Beach: 9.50%	\$29,393.92	1	\$29,393.92
Subtotal:			\$29,393.92

PROFESSIONAL SERVICES

Description	Price	Qty	Ext. Price
VX-VPS-GP19541A Core Switches Professional Services	\$18,955.00	1	\$18,955.00
VX-VPS-GP19541B Access Layer Switches Professional Services	\$10,040.00	1	\$10,040.00
VX-VPS-GP19541C WLAN Replacement Professional Services	\$12,910.00	1	\$12,910.00
VX-VPS-GP19541D Pre-Installation Heat Map survey of the City Professional Services	\$59,192.00	1	\$59,192.00
VX-VPS-GP19541E On-site Labor and Physical Installation Professional Services	\$22,647.75	1	\$22,647.75
VX-VPS-GP19541F Vendor Inventory and Programming of all Switches Professional Services	\$19,928.00	1	\$19,928.00
Subtotal:			\$143,672.75

PREPAID RECURRING: 5 YEAR TERM

Description	Recurring	Qty	Ext. Recurring
Core Switches Subscription			

PROPOSAL



CONSULTING CONTACT CENTER COLLABORATION NETWORK SECURITY MANAGED SERVICES

PREPAID RECURRING: 5 YEAR TERM

Description	Recurring	Qty	Ext. Recurring
LIC-MS425-32-SYR Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - for P/N: MS425-32-HW	\$1,088.15	4	\$4,352.60
Access Layer Subscription - 5 Year Prepaid Term			
LIC-MS390-48E-SY Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - hosted	\$845.55	29	\$24,520.95
LIC-MS390-24E-SY Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - hosted	\$472.56	15	\$7,088.40
WLAN Subscription			
LIC-ENT-5YR Cisco Meraki Enterprise Cloud Controller - Subscription license (5 years) - 1 access point - hosted	\$126.22	85	\$10,728.70
Subtotal:			\$46,690.65

SUMMARY

Description	Recurring	One-Time
Core Switches	\$0.00	\$35,869.83
Access Layer Switches	\$0.00	\$197,332.93
WLAN Replacement	\$0.00	\$29,795.38
Training	\$0.00	\$11,574.00
Estimated Sales TAX	\$0.00	\$29,393.92
PROFESSIONAL SERVICES	\$0.00	\$143,672.75
PREPAID RECURRING: 5 YEAR TERM	\$46,690.65	\$0.00
Subtotal:	\$46,690.65	\$447,638.81
Shipping:		\$2,057.57
Total:	\$46,690.65	\$449,696.38
Project Total:		\$496,387.03

PROPOSAL



CONSULTING

CONTACT CENTER

COLLABORATION

NETWORK

SECURITY

MANAGED SERVICES

VOX Network Solutions

City of Los Angeles

Signature: _____

Name: _____

Title: _____

Date: 07/02/2021

Signature: _____

Name: _____

Date: _____

Address: _____

Email Address: _____

PO Number: _____

AGREEMENT TERMS (MSA)

Please submit payments to VOX Network Solutions, Inc. 8000 Marina Blvd., Ste 130, Brisbane, CA 94005. This Quotation shall be governed by the mutually-agreed upon Master Services Agreement (MSA) between both parties.

PAYMENT TERMS

For purchases of equipment and Professional Services, Customer agrees to pay VOX the Total Purchase Price of quote, plus applicable taxes, to be invoiced per the following schedule, payable net 30 upon receipt of the invoice:

- 25% due upon contract execution
- 25% due upon equipment delivery (including hardware, software, and licensing) to specified client site and inventory. Title of equipment shall pass to The City upon payment of delivery milestone.
- 40% due as progress payments - invoiced by Vendor after Installation and User Acceptance Testing of the phases delineated in Schedule A and Schedule of Events
- 10% due within 30 days of Delivery and Acceptance, net of any additions or deletions approved by The City.

Late Payment: Past due payments are subject to late fees of eighteen percent (18%) per annum or the maximum interest rate permissible by law from the date due until paid in full.

Additional Terms:

Sales TAXES are estimated - actuals will be added at time of invoice.

VOX Network Solutions, Inc. PROPRIETARY AND CONFIDENTIAL. All information contained herein is confidential and the proprietary information of VOX Network Solutions, Inc. Disclosure of any information contained herein to any other party is strictly prohibited.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence August 17, 2021 and expire August 16, 2022 ("Term"), unless otherwise terminated as herein provided. City and Contractor will establish Project timelines at the beginning of the Project cycle.

EXHIBIT "C"
COMPENSATION

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

- I. **AMOUNT.** Contractor shall be paid in accordance with the attached schedule.
- II. **Additional Equipment, Changes and Rearrangements.** In the event (1) the City causes delay, (2) the City requires additional quantities of the equipment (switches, access points, etc.), (3) modifications to network design the equipment and/or services shall be billed at the attached rate schedules for labor and equipment (Attachments A-1 and A-2). Such modification will state the location and the additional items of equipment and or services. The foregoing modifications shall be made by change order, provided, however, that there are no changes to the terms and conditions contained in the Agreement.
- III. **NOT TO EXCEED AMOUNT.** In the event additional services are performed and/or additional equipment is required as described in Section II, the total compensation shall not exceed \$575,000
- IV. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must detail services performed, dates of the services, equipment delivered, unit price of equipment, quantity of equipment, total amount, and hourly rate if applicable. 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.
- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor as follows, provided, services are completed to City's full satisfaction.
 - A. Product associated with order (Hardware/Software Subscription): Pay within thirty (30) days of City's receipt of invoice and delivery of product to the City. Delivery of Hardware and Software to City – \$352,714.28
 - B. Professional Services associated with order: Pay within thirty (30) days of City's receipt of invoice.
 1. Completion of customized Meraki configurations – 40% of fee at \$57,469.10
 2. Completion of User Acceptance Testing – 40% of fee at \$57,469.10
 3. Completion of system cutover – 20% of fee at \$28,743.55

VI. NOTICE. Written notices to City and Contractor shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: VOX Network Solutions, Inc.
130 Produce Avenue, Suite 130
South San Francisco, CA 94080
Attention: Ross Rehart / VP of Operations
Email: rrehart@voxns.com

City: City of Redondo Beach
Information Technology Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Christopher Benson, IT Director
Email: chris.benson@redondo.org

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 and the next business day if sent by email. 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 A-1

Prepared for:

VOX Network Solutions
Albert Otazua
(650) 989-1093
aotazua@voxns.com

Prepared for:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Chris Benson
(310) 318-0658 x1
chris.benson@redondo.org

Quote Information:

Quote #: 032248
Version: 8
Delivery Date: 07/02/2021
Expiration Date: 08/31/2021

Core Switches

Description	Price	Qty	Ext. Price
MS425-32-HW Cisco Meraki Cloud Managed Ethernet Aggregation Switch MS425-32 - Switch - managed - 24 x 10 Gigabit SFP+ + 2 x 40 Gigabit QSFP+ (uplink) - front to back airflow - rack-mountable	\$5,952.13	4	\$23,808.52
MA-PWR-250WAC Cisco Meraki - Power adapter - 250 Watt - for Cloud Managed MS320-24, MS320-48, MS350-24, MS350-48	\$152.09	4	\$608.36
MA-CBL-40G-50CM Meraki 40GbE QSFP Cable, 0.5 Meter - 1.64 ft QSFP Network Cable for Network Device - QSFP Network - 40 Gbit/s	\$29.75	4	\$119.00
78163 8 Channels 1470-1610nm, with Monitor and Expansion Port, LC/UPC, Dual Fiber, Low Insertion Loss CWDM Mux Demux, FMU Plug-in Module	\$457.65	10	\$4,576.50
30408 FMU 2-Slot 1U 19" Rack Chassis Unloaded, holds up to 2 Units FMU Plug-in Module	\$64.71	6	\$388.26
69207 Blank Plate for FMU 2-slot 1U 19" Rack Chassis	\$4.00	2	\$8.00

Core Switches

Description		Unit Price	Qty	Total Price
QSFP-40GE-LR4	Cisco 40GBASE-LR4 QSFP+ Module for SFP - For Data Networking, Optical Network - 1 x LC Duplex 40GBase-LR4 Network40	\$363.53	5	\$1,817.65
CWDM-SFP10G-10M	Cisco CWDM-SFP10G-1490-10 Compatible 10G 1490nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	8	\$1,120.00
CWDM-SFP10G-10M	Cisco CWDM-SFP10G-1530-10 Compatible 10G 1530nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	10	\$1,400.00
CWDM-SFP10G-10M	Cisco CWDM-SFP10G-1570-10 Compatible 10G 1570nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	6	\$840.00

Core Switches

Description		Price	Qty	Ext. Price
CWDM-SFP10G-10M	Cisco CWDM-SFP10G-1610-10 Compatible 10G 1610nm CWDM SFP+ 10km DOM LC SMF Transceiver Module	\$140.00	4	\$560.00
SFP-10GSR-85	Cisco Meraki SFP-10GB-SR Compatible, 10GBASE-SR SFP+ 850nm 300m DOM LC MMF Transceiver Module	\$22.35	6	\$134.10
SFP-10GLR-31	Cisco Meraki SFP-10GB-LR Compatible, 10GBASE-LR SFP+ 1310nm 10km DOM LC SMF Transceiver Module	\$30.59	16	\$489.44
Subtotal:				\$35,869.83

Access Layer Switches

Description	Price	Qty	Ext. Price
MS390-48UX2-HW Cisco Meraki Cloud Managed MS390-48UX2 - Switch - L3 - managed - 48 x 100/1000/2.5G/5GBase-T (UPOE) - rack-mountable - UPOE (645 W)	\$3,304.15	29	\$95,820.35
MA-MOD-4X10G Cisco Meraki Uplink Module - Expansion module - Gigabit Ethernet / 10Gb Ethernet x 4 - for Cloud Managed MS390-24, MS390-48	\$343.63	40	\$13,745.20
MA-PWR-715WAC Cisco Meraki - Power supply - hot-plug (plug-in module) - AC 100-240 V - 715 Watt - for Cloud Managed MS390-24, MS390-48	\$342.26	44	\$15,059.44
MA-PWR-CORD-US Cisco Meraki - Power cable - IEC 60320 C13 to NEMA 5-15 (M) - United States - for Cisco Meraki MR30, MR33, MR74, MR84; Cloud Managed MS120, MS210, MS225, MS250	\$6.29	48	\$301.92
MA-CBL-120G-50CM Cisco Meraki - Stacking cable - 1.6 ft - for P/N: MS390-24UX-HW, MS390-48P-HW, MS390-48U-HW, MS390-48UX2-HW, MS390-48UX-HW	\$33.06	23	\$760.38
MS390-24UX-HW Cisco Meraki Cloud Managed MS390-24UX - Switch - L3 - managed - 24 x 100/1000/2.5G/5G/10GBase-T (UPOE) - rack-mountable - UPOE (560 W)	\$3,435.53	15	\$51,532.95
MA-CBL-SPWR-30CM Meraki Standard Power Cord - For Switch - 11.81" Cord Length	\$29.08	23	\$668.84
78163 8 Channels 1470-1610nm, with Monitor and Expansion Port, LC/UPC, Dual Fiber, Low Insertion Loss CWDM Mux Demux, FMU Plug-in Module	\$447.13	30	\$13,413.90
30408 FMU 2-Slot 1U 19" Rack Chassis Unloaded, holds up to 2 Units FMU Plug-in Module	\$63.22	15	\$948.30

Labor Rates

June 2021

VOX Professional Services and MAC – Time & Materials



Material Code Name	Reg Hourly Rate	OT Hourly Rate
Project Manager	195.00	292.50
Project Coordinator	158.00	237.00
Program Manager	236.00	354.00
UC Avaya Aura - Technician	184.00	276.00
UC Nortel - Technician	184.00	276.00
UC IPO SE - Technician	184.00	276.00
UC Cisco - Technician	184.00	276.00
UC Avaya IPO SMB/Tier 1 Technician	126.00	144.00
UC Avaya Aura Tier 2 - SDS	236.00	354.00
UC Ent Tier 1/Nortel - SDS	184.00	276.00
UC Avaya IPO - SDS	184.00	276.00
UC Cisco - SDS	236.00	354.00
UC AVST - SDS	184.00	276.00
UC Avaya IPO SMB/Tier 1 SDS	126.00	144.00
Contact Center - Tier 1 Engineer	185.00	277.50
Contact Center - Tier 2 Engineer	257.00	385.50
Contact Center - Tier 3 Engineer	350.00	525.00
VOX Learning - Trainer	184.00	276.00
VOX Learning - UC Admin Trainer	236.00	354.00
VOX Learning - CC Admin Trainer	257.00	385.50
Data Network Tier 1 - Engineer	184.00	276.00
Data Network Tier 2 - Engineer	289.00	433.50
Data Network Tier 3 - Engineer	350.00	525.00
License Activation Service	550.00	N/A
Trip Charge - Within Region	120.00	
Project Travel	Custom	

Monday through Friday (8am to 5pm) = Hourly Rate Local Time
Monday thru Friday (5pm to 8am), Saturdays = 1.5 x Hourly Rate Local Time
Sundays and Holidays = 2 x Hourly Rate Local Time

Rates apply to remote and on-site work (Remote is 15min increments, Onsite is 1 hr. minimum)

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2022

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 Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 6004772	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: Travelers Indemnity Company of CT INSURER C: INSURER D: INSURER E: INSURER F:
INSURED VOX Network Solutions, Inc. 130 Produce Avenue, Suite 130 South San Francisco CA 94080	NAIC # 25674 25682

COVERAGES**CERTIFICATE NUMBER:** 68591676**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		ZPL21N96364	8/1/2021	8/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		BA9K196663	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP9K215252	8/1/2021	8/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		UB6J803098	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

GL & Auto Additional Insureds apply per CGD4170219, CGD2460419 & CAT4370216 attached, only if required by written contract/agreement.
GL Primary & Non-Contributory Wording applies per CGT1000219 attached. GL Cancellation Clause applies per ILT3180511 attached.
Additional Insured(s): The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers; Communication Strategies.

CERTIFICATE HOLDER

The City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Kuo

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

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

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

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

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

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

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

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

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

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

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

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

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

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

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

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

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

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

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II - WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

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

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

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

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

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

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

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

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

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

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

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the

manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

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

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

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

L. MEDICAL PAYMENTS – INCREASED LIMIT

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

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

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

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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

O. DAMAGE TO PREMISES RENTED TO YOU

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

"Premises damage" means "property damage" to:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive

COMMERCIAL GENERAL LIABILITY

written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover

such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section **IV** - Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMON POLICY CONDITIONS – DELUXE

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.

Cancellation will not affect coverage on any shipment in transit on the date of the cancellation. Coverage will continue in full force until such property is delivered and accepted.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right but not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake related only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium

shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. WHEN WE DO NOT RENEW

If we decide not to renew this policy we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

H. DELUXE PROPERTY COVERAGE PART-REFERENCE TO FORMS AND ENDORSEMENTS

In some instances, the Deluxe Property Declarations may list endorsements included in the Deluxe Property Coverage Part that reference:

1. The Commercial Property Coverage Part;
2. The Commercial Inland Marine Coverage Part;
3. Commercial Property forms including, but not limited to, the following:
 - a. Building and Personal Property Coverage Form;
 - b. Business Income Coverage Form;
 - c. Commercial Property Conditions;
 - d. Causes of Loss - Special Form;
 - e. Causes of Loss - Earthquake Form.
4. Commercial Inland Marine Forms including but not limited to the Transportation Coverage - Special Form

Endorsements referencing the Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Commercial Property Forms, or Commercial Inland Marine Forms apply to the Deluxe Property Coverage Forms in the same manner as they apply to the Forms they reference.

I. INSURANCE UNDER TWO OR MORE COVERAGE PARTS

If two or more of this policy's Coverage Parts apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)


Secretary


President



SnailWorks™ Service Agreement

Company Name: City of Redondo Beach, a chartered municipal corporation

This is an "Agreement" between "You" the "Reseller" and "SnailWorks, LLC" (registered in the State of Maryland, Registration ID: W14593479; FEIN: 45-4864603), concerning your use of the SnailWorks services, provided by SnailWorks, LLC.

Services Provided: This agreement provides for integrated marketing support services only, providing postal mail tracking, digital marketing campaign support, and associated services to be provided at prices specified in the attached Pricing Schedule. Additional reports and other services requested that are outside of the scope of this agreement are subject to additional charges.

Terms: Mail Tracking services are purchased as a Monthly Subscription or as Scan Credits.

A Monthly Subscription begins on the "Designated Start Date" set forth below and continues for 12 months. SnailWorks will send you an invoice for the monthly service fee at the beginning of each month. Invoices will be sent before the first day of the month, and the terms of payment are net 45 days.

A Scan Credit purchase begins on the "Designated Start Date" set forth below and allows for the usage of scan credits for 12 months. If additional scan credits are required, they will be issued at the "Overs" CPM rate. Any remaining credits not used will expire after 2 years from the Designated Start Date.

Account Set Up Fee: The Mail Tracking Account Setup fee includes creating a parent account in the SnailWorks system, issuing logins to parent account users, and training of the data processors utilizing SnailWorks for the job creation process.

Vendor Training: For end-users and agencies using multiple vendors for their mailing efforts, a training fee of \$250 applies to any vendor that has not previously been trained on using the SnailWorks system. Fees for vendors previously trained on the SnailWorks system are waived.

Branding: Fees for co-branding apply if that option is selected, unless noted as included with the subscription or scan credit purchase. White label domain is an additional cost.

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Invoicing: Invoices for Monthly Subscriptions are issued at the completion of a monthly period and are sent out no later than the tenth day of the month. The terms of payment are net 45 days. Scan Credit purchases are paid for in full after the Service Agreement has been received by *SnailWorks*. The terms of payment are net 45 days.

Additional Service Fees: In addition to the mail tracking fees specified above, there may be fees charged for other services provided as detailed in the Pricing Schedule in this agreement. These fees will be charged after services are provided monthly. Invoices for such services are sent out no later than the tenth day of the month. The terms of payment are net 45 days.

Unmatched Scan Data: An unmatched scan occurs when a *SnailWorks* customer mails a piece of mail with an IMb Service Type ID for mail tracking and with a Mailer ID delegated to *SnailWorks*, without a billable tracking job created in the *SnailWorks* system.

If such unmatched scans are received by *SnailWorks*, the customer will be billed for the associated pieces at a rate of 10% of the overs CPM tracking charge. This charge will be included in the monthly invoice. Amounts less than \$5.00 in a month will not be billed.

Data Retention: Summary Data is retained for 24 months; Mailing Detail Records are retained for 6 months.

Mailer ID's: *SnailWorks* will manage IV Data Delegation for up to 3 Mailer ID's. Additional Mailer ID Data Delegation to *SnailWorks* is \$100 per MID.

Use of Trademarks: "*SnailWorks*" is a registered trademark of *SnailWorks, LLC*. As an authorized Reseller of *Snailworks* services, you may use the *Snailworks* name, logo, and other associated brands in the marketing of your services if you remain active and paid-up Reseller. Upon cancellation of this agreement by either party, you agree to remove all references and branding related to *SnailWorks* from all your marketing materials (including printed materials, web-based marketing, and web site(s)) within 60 days.

Limitations of service: All data is delivered and provided with all faults that *SnailWorks, LLC* makes, and you receive no additional express or implied warranties. We hereby expressly disclaim all other warranties of any kind or nature concerning *SnailWorks* services whether express or implied, including without limitation, any warranty of title, merchantability, quality, informational content, accuracy, or fitness for your specific purpose. We expressly disclaim any warranties that may be implied from the usage of trade, course of dealing, or course of performance. We do not warrant exclusivity or non-infringement worldwide. Access to *SnailWorks* via the Internet is "as is" and "as available" and *SnailWorks, LLC* provides no warranties of any kind regarding the availability, reliability, or integrity of the Internet, or any data transmitted via the Internet.

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SNAILWORKS PRICING SCHEDULE

Outbound Mail Tracking	Cost	Scans Alloted	Overs
Mail Tracking Account Setup	<u>\$300</u>		
Monthly Subscription	<u></u>	<u></u>	<u></u>
Scan Credit Purchase	<u>\$1,447.68</u>	<u>96,512</u>	<u>\$15/m</u>
Branding (optional if not included)	<input type="checkbox"/> Not applicable		
Vendor Onboarding	<u>\$250/vendor - if training is required (End-Users/Agencies)</u>		

Additional Services	Cost	Additional	Initial Setup
Inbound Response Tracking			
Inbound Response Static IMb	\$150/four mos.	\$75/mo. extension	
Inbound Response Unique Imb	Contract CPM		
Share Mail	\$100/mailing effort	\$2.00/m	
Informed Delivery			
Informed Delivery Campaigns	\$150/campaign	\$50/addl. version	
ACS (Address Change Services)			
ACS (Customer MID)	\$25/mailing effort	Plus \$.08/m	\$150/ setup per MID
Other Options			
Daily Feed Mailpiece Detail	\$125/mo.		\$150/setup
Annual Data Retention	\$750/yr.		

Exception Processing/Conditions: This agreement is for ballot mail tracking to and from voters. It covers the Special Election of October 19, 2022 and the General Municipal Election of March 7, 2023. Mail tracking non contract charges are \$300. ACS setup and services are \$300. All services for both elections shall be paid in accordance with the attached schedule. In no event shall the total amount paid exceed \$2,500.

Designated start date: August 15, 2022

For SnailWorks, LLC:

Signature: 

Name: Steve Hertz

Title: Director of Sales

Date: 08/02/2022

**For: City of Redondo Beach,
a chartered municipal corporation**

Signature: _____

Name: William C. Brand

Title: Mayor

Date: _____

ATTEST

Signature: _____

Name: Eleanor Manzano

Title: City Clerk

Date: _____

APPROVED AS TO FORM

Signature: _____

Name: Michael W. Webb

Title: City Attorney

Date: _____

Client Contact Information

Billing Contact

Company Name: City of Redondo Beach, CA

Address: 415 Diamond Street, Redondo Beach, CA 90277

Contact Name: Vickie Kroneberger

Email: Vickie.Kroneberger@redondo.org

Phone: 310.318.0656 x 2644

Technical Contact

Contact Name: Vickie Kroneberger

Email: Vickie.Kroneberger@redondo.org

Phone: 310.318.0656 x 2644

Account Contact

Contact Name: Vickie Kroneberger

Email: Vickie.Kroneberger@redondo.org

Phone: 310.318.0656 x 2644



SnailWorks - 4510 Buckeystown Pike, Frederick MD 21704
Phone: 855-MYSNAIL (697-6245)

Estimate For: City of Redondo Beach
Estimate Date: July 28, 2022
Prepared by: Steve Hertz

Project Description: Ballot tracking for Special Election October 19, 2022 and the General Municipal Election March 7, 2023

Services	Qty.	Description	Unit Price	Ext. Price
Set Ups:	1	Account Setup of the City of Redondo Beach in the SnailWorks system	300.00	\$ 300.00
	48,256	Outbound/Inbound Ballot Mail Tracking Special Election	\$0.015	\$ 723.84
	48,256	Outbound/Inbound Ballot Mail Tracking General Municipal Election	\$0.015	\$ 723.84
	1	Address Change Services Special Election	300.00	\$ 300.00
	1	Address Change Services General Municipal Election	300.00	\$ 300.00
			Sub Total	\$ 2,347.68

Pricing includes all account services and processing costs for both the Special Election and General Municipal Election. There are no additional costs for ballot tracking for these elections. If a Run-off election were to occur, SnailWorks will provide a separate estimate for that event.

For: City of Redondo Beach

Signature: _____

Print Name: _____

Date: _____

For: SnailWorks, LLC

Signature: 

Print Name: Steve Hertz

Date: July 28, 2022



Administrative Report

H.4., File # 22-4597

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL
From: LUKE SMUDE, ASSISTANT TO THE CITY MANAGER

TITLE

APPROVE AN AGREEMENT WITH SDI PRESENCE, LLC. FOR THE COMPLETION OF AN INFORMATION TECHNOLOGY DEPARTMENT ORGANIZATIONAL STRUCTURE AND STAFFING ASSESSMENT TO ENSURE THE INFORMATION TECHNOLOGY DEPARTMENT IS ABLE TO MAINTAIN AND ENHANCE ONGOING BUSINESS, OPERATIONAL, TECHNOLOGICAL, AND SUPPORT SERVICES FOR AN AMOUNT NOT TO EXCEED \$50,750 AND THE TERM AUGUST 2, 2022 - AUGUST 1, 2023

EXECUTIVE SUMMARY

The City's Information Technology Department (IT) has oversight of all Citywide information technology services related to wide and local area networks, computer hardware, software applications, data communications, telecommunications infrastructure, cyber security, and duplicating services. In order to ensure IT continues to provide the highest level of customer support and adequately prepares for both technological and organizational changes, staff is recommending the approval of an agreement with SDI Presence, LLC. (SDI) to complete an organizational structure and staffing analysis, including a staffing and structure benchmarking study that will help with staff succession.

BACKGROUND

The City's IT Department is responsible for managing technological resources and ensuring consistent service delivery on a daily basis, as well as planning for future changes in technology and staffing. In order to ensure ongoing continuity of services, \$65,000 of funding was approved in the FY 2021-22 budget for the engagement of an outside consultant to complete an organizational and staffing analysis, along with a benchmarking study, to determine how IT can enhance operations in order to maintain a high-level of service and possibly implement improvements that will position the Department to succeed into the future.

Multiple firms were contacted to provide proposals for this project, and, of the three submissions, SDI distinguished itself through its extensive experience with similar engagements, ability to complete the project in eight weeks, and exceptional client references. SDI has worked with more than 200 local government agencies to complete Needs Assessments, IT Assessments, IT organizational and staffing assessments, IT plans, policy/procedure documentation, project management implementations, and feasibility studies.

Following approval, the SDI project team will complete initial planning, analyze IT documentation,

interview IT staff along with stakeholders from other Departments, review the City's application portfolio, develop and review a draft organizational staffing and resource assessment report with the City, and publish a final report based upon their findings and collected feedback. The report is expected to serve as a planning document that will help drive successful organizational adaptation and staff succession within IT.

COORDINATION

This item was coordinated with the IT Department, City Manager's Office and SDI. The City Attorney's Office approved the agreement as to form.

FISCAL IMPACT

Funding for the IT Department organizational structure, staffing analysis and benchmarking study was approved in the FY 2021-22 Budget in the amount of \$65,000, and will be carried over into the current Fiscal Year to cover the \$50,750 cost of the SDI agreement.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - SDI Presence, LLC.
- Certificate of Insurance - SDI Presence, LLC.

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SDI PRESENCE LLC**

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

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act

are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 2nd day of August, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SDI PRESENCE 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

I. PROJECT

Contractor shall assess the City's Information Technology ("IT") organization structure and staffing to make recommendations to improve existing operations and to ensure the IT Department is able to maintain alignment with current and ongoing business, operational, and technological implementation and support needs (the "Project").

II. CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

A. Task 1 - Planning Meeting Description

Contractor shall:

1. Meet with the City's IT Director and other key staff to complete a detailed review of the scope of work, Project timeline, deliverable, Project status reporting methods, Project participants, (including but not limited to staff and organizations to be interviewed), and other items to ensure a well-planned project.
2. Provide the Project Work Plan and Schedule to the City.

B. Task 2 - Request and Analyze Documentation Description

Contractor shall:

1. Request and analyze available information to prepare for and plan the remaining tasks. The documents requested shall include, but not be limited to the following items.
 - a. Current City Goals, Business Plan, Budget, and CIP
 - b. Previous related assessments and technology plans
 - c. IT job descriptions
 - d. IT governance materials
 - e. IT policies and procedures
 - f. In-process or planned technology project documentation
 - g. Hardware and software Inventories
 - h. Third Party IT provider agreements

C. Task 3 – Interview IT Staff Description

Contractor shall:

1. Individually interview the existing IT staff (seven interviews) to obtain information about their day-to-day job duties, methods of work assignment, job improvement opportunities and needs, and other input they may have to help the organization be successful.
2. Prior to the interviews with the IT staff, prepare and distribute a questionnaire to help staff prepare.
3. Provide a questionnaire which shall collect basic information about each staff member such as job function, duties performed, skills, certifications, and job challenges. Contractor shall use this information to prepare for the interview to make the best use of City staff time. The average time of the interviews will be approximately one hour.

D. Task 4 – Interview Technology Stakeholders Description

Contractor shall:

1. Interview key stakeholders to understand current issues, needs, and future demands.
2. Prior to these interviews, distribute an interview preparation form to help the stakeholders prepare for the interview.
3. Ask interview questions to ensure any subsequent recommendations consider the stakeholders needs. These questions may include, but not be limited to the following.
 - a. What services are being delivered today?
 - b. Are these services meeting current needs?
 - c. What services are required now but not available?
 - d. What services will be required in the future that are not available today?
4. Provide up to twelve interviews. The number of interviews may be increased upon City's request.
5. Work with the City's IT Director during Task 1 to identify those stakeholders that will be interviewed.

E. Task 5 – Review City’s Application Portfolio of Major Enterprise Applications

Description

Contractor shall:

1. Conduct a high-level review of the City’s existing Application Portfolio, with a focus on major enterprise applications being supported by IT staff.
2. Identify applications that may be outdated, end of life, or require a high level of IT support, and to provide observations and recommendations for potential replacement of applications that require a significant amount of IT support.
3. Present the results of the Application Portfolio review in the Organization Staffing and Resources Assessment report.

F. Task 6 – Conduct Peer Benchmarking of IT Organizations in Similar Agencies

Description

Contractor shall:

1. Perform outreach and gather data from up to six (6) public sector agencies of similar size and scale to provide information regarding IT staffing and structure.
2. Provide the City with benchmarking information to help determine if the City’s IT organization is comparable to peer organizations in terms of staffing size and levels, budgets, and services provided.
3. Provide the City with additional data points from which to consider its current and potential future IT organization structure.
4. Identify the appropriate peer organizations to use for this analysis and incorporate the data gathered into the IT Organization Staffing and Resources Assessment report.

G. Task 7 – Develop Draft IT Organization Staffing and Resources Assessment

Report Description

Contractor shall:

1. Prepare a draft of our findings and recommendations for City review.
2. At a minimum, include an executive summary, current environment, findings, recommendations, and future considerations in the report.

3. Recommend changes and improvements to IT processes, roles, responsibilities, staffing levels, essential skills, certifications, and/or organizational structure.
4. In the report, include observations regarding potential technology replacement scenarios that may reduce the level of support required from IT, and technology trends that could affect the provision of technology services in the future.
5. Provide the Draft IT Organization Staffing and Resources Assessment Report

H. Task 8 – Review Draft Report with City Description
Contractor shall:

1. Meet with the City to discuss the report and to obtain feedback prior to finalizing the report.
2. Address questions and concerns regarding the report during the meeting.
3. Upon City's request, perform additional research or conduct additional meetings to finalize the report.

I. Task 9 – Publish Final IT Organization Staffing and Resources Assessment Report Description
Contractor shall:

1. Finalize the report based on feedback received from the City.
2. Upon City's request, make a formal presentation if the City desires.
3. Provide the Final IT Organization Staffing and Resources Assessment Report to the City.

J. General Tasks
Contractor shall:

1. Review job classification or compensation schedules as part of the analysis.

2. Collect information about work performed by IT staff, job improvement needs (e.g. training, education, tools, etc.), and work assignments to inform the IT Assessment.

K. Additional Tasks

Upon City's request, Contractor shall:

1. Complete a class and compensation study.
2. Evaluate individual IT staff job performance and skills competency.

III. **CITY'S DUTIES**

Upon Contractor's request, deliver documents as described in Section II.B of this Exhibit "A".

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of these services shall commence on August 2, 2022 and expire January 31, 2023, unless otherwise terminated herein. The Project is estimated to be completed in eight weeks. However, this timeline may be amended by the City, in its sole discretion.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Contractor shall be paid an hourly rate of \$175. In no event shall Contractor's compensation exceed \$50,750.
- II. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the following items.
 - A. Date of service.
 - B. Description of task performed.
 - C. If applicable, task number.
 - D. Hourly rate.
 - E. Number of hours worked.
 - F. Subtotal amount charged per date
 - G. Total amount charged.

Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. City may reasonably request Contractor to provide back-up material.

- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within forty five days of City's receipt of Contractor's invoice; provided, however, that, services are completed to the City's full satisfaction.
- IV. **NOTICE.** Written notices to City and Contractor shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: SDI Presence LLC
Howard Hughes Center
6080 Center Drive, 6th Floor
Los Angeles, CA 90045
Attention: David Gupta, CEO
Email: dgupta@sdipresence.com

City:

City of Redondo Beach
City Manager's Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Luke Smude
Email: luke.smude@redondo.org

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 or the next business day if sent by email. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

7/7/2022

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 LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1424646 SDI Presence LLC 200 E. Randolph St Ste 3550 Chicago IL 60601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: Travelers Property Casualty Co of America		25674
	INSURER D: The Travelers Indemnity Company of Connecticut		25682
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 18693627**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	630-0S724669	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810 0S724577	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP 0S724762	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	UB 0S724412	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: IT Assessment Project

CERTIFICATE HOLDER**CANCELLATION** See Attachment**18693627**
City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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

AUTHORIZED REPRESENTATIVE

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City and its officers, employees and agents are included as additional insured(s) on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Auto Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the additional insured if required by written contract with respect to General Liability, Auto Liability, and Workers Compensation per the terms and conditions of the policy where permitted by state law. Umbrella liability coverage follows form over the underlying General Liability if required by written contract per the terms and conditions of the policy.



City of Redondo Beach

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 18693627.

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661



Administrative Report

H.5., File # 22-4551

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL

From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

APPROVE AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR CDBG CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$53,475, USING FISCAL YEAR 2022-2023 HUD ENTITLEMENT FUNDS, FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023

EXECUTIVE SUMMARY

The proposed agreement with Michael Baker International provides for the continued administration of the City's Community Development Block Grant (CDBG) Program for Fiscal Year 2022-23. The City's CDBG Program has been managed by Michael Baker International (formerly Pacific Municipal Consultants) since 2013. The CDBG Program provides federal funding for projects and services that benefit low- and moderate-income persons, seniors, and individuals with disabilities in the community. The City's CDBG-funded programs include the Mobility Access/Emergency Repair Program (grants to homeowners for emergency repairs and ADA access improvements) and the Public Service Agency Funding Program. Additionally, CDBG monies have provided funding for various City capital projects and will in part be used for the ongoing Curb Ramps Improvement Project. The contract amount is \$62,250 and is funded by the City's FY 2022-23 entitlement from the Department of Housing and Urban Development (HUD).

BACKGROUND

The City is currently contracting with Michael Baker International for the administration of its Community Development Block Grant Program. The most recent agreement with MBI expired on June 30, 2022. Staff reached out to two companies that were believed to provide comparable services in order to determine whether the services provided by MBI were in line with the market. One of the companies did not submit a proposal because it does not provide the comprehensive services that the City receives from MBI. The second company did not respond to multiple inquiries.

In order to maintain continuity of consulting services, staff is recommending approval of the attached Agreement providing for MBI's services for the period July 1, 2022 - June 30, 2023. Under the Agreement, Michael Baker International will provide full-service management of the CDBG program and will continue to provide Damien Delany as the City's Project Manager in addition to assistants from the MBI staff roster. The contract amount is not to exceed \$53,475. Funding is available in the CDBG budget as part of the City's FY 2022-23 entitlement grant from HUD.

MBI Consulting Agreement

The proposed agreement includes the following term:

Scope of Work

MBI will provide full-service management of all components of the City's Community Development Block Grant Program, including:

- CDBG Administration: MBI will handle all administrative duties related to the program, including financial and data management, preparation of HUD-mandated documents and reports, preparation of environmental reviews, preparation of the Annual Plan, management and monitoring of the City's Fair Housing contract, and general program oversight to ensure compliance with all federal regulations.
- Mobility Access/Emergency Repair Program: MBI will handle all facets of this program including determination of applicant eligibility, preparation of applicant paperwork, preparation of project write-ups, project bidding and project oversight.
- Public Service Agency Funding Program: MBI will manage the RFP process, assist with the evaluation of proposals, prepare related reports, manage the funding award process and monitor all agencies.
- Capital Improvement Projects: MBI will determine CDBG eligibility of potential capital improvement projects, prepare all federal documents for bid packages, attend the pre-construction meetings, oversee federal labor standards compliance during construction, and prepare and submit required documents to HUD.

Project Manager

Mr. Damien Delany will administer the City's CDBG Program. Mr. Delany will meet regularly with City staff to provide updates on the progress of the program and to ensure proper program administration and implementation.

Term

The Agreement covers the period July 1, 2022 - June 30, 2023.

Compensation

MBI will be compensated for the number of hours worked (an hourly rate schedule is included in the agreement) with the annualized amounts as follows:

- CDBG Administration: not-to-exceed amount of \$25,620 for general administration.
- Mobility Access/Emergency Repair Program: not-to-exceed amount of \$8,025.
- LACDA CDBG Assistance: not-to-exceed amount of \$10,000.
- Labor Standards Compliance for Capital Improvement Projects: not-to-exceed amount of \$9,800.

Total compensation to MBI for the term of the agreement will not exceed \$53,475.

COORDINATION

The Community Services Department coordinated with the City Attorney's Office to prepare the proposed agreement.

FISCAL IMPACT

Funding for CDBG consulting services is available in the FY 2022-23 Community Development Block Grant budget for the contract not-to-exceed amount of \$53,475. Additionally, the recommended Agreement includes a provision which enables the City to reduce payments paid to MBI in the event that the federal government reduces the Redondo Beach CDBG funding allocation.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Agmt - Michael Baker International
- Insurance - Michael Baker International

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MICHAEL BAKER INTERNATIONAL, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least five (5) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

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

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

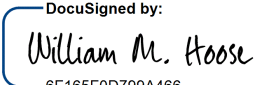
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 9th day of August, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

MICHAEL BAKER INTERNATIONAL, INC.,
a Pennsylvania corporation

William C. Brand, Mayor

DocuSigned by:

6F165F0D799A466...
By: William M. Hoose
Name: William M. Hoose
Title: Associate Vice President

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties.

A. GENERAL DUTIES

1. Assign Damien Delany and staff, as described in Section A of Exhibit "C" to perform all services described in this Agreement.
2. Manage all components of City's Community Development Block Grant ("CDBG Program"). Carry out scope of services in conjunction with City direction, input, and review.
3. Meet with City's representative regularly in order to provide updates on the progress of the Program and to ensure proper administration and implementation of the Program under the Agreement.

B. CDBG ADMINISTRATION

1. Prepare the Five-Year Consolidated Plan ("Con Plan") and perform tasks associated with the development of the Con Plan including, but not limited to, setting public hearings, publishing public hearing notices and distributing/displaying the Plan for public viewing.
2. Prepare staff reports and presentation materials for the CDBG public hearings at least twice a year, and attend public hearings with City staff.
3. Prepare environmental reviews and supporting documents for the upcoming year's CDBG projects, maintain environmental files, prepare and publish the Release of Funds advertisement and prepare the Request for Release of Funds and Certification (HUD Form 7015.15) for the City Manager's signature and submission to the Department of Housing and Urban Development ("HUD").
4. Prepare the Consolidated Annual Performance and Evaluation Reporting Narrative and Grantee Performance Reports ("CAPER / GPR"), prepare and publish the advertisement for the CAPER / GPR and make the reports available for public viewing. Prepare the HUD Section 3 Summary Report (HUD Form 60002) for inclusion in the CAPER / GPR.
5. Manage and monitor the City's Fair Housing Services contract.
6. Monitor the City's Fair Housing Services Agency.

7. Update the Integrated Disbursement and Information System ("IDIS") as needed, set up activities (including, but not limited to, the Housing Improvement Program, Administration, Public Service Agency Funding Program, and Capital Improvement Projects) on a fiscal year basis, and close out activities after the final draw down of CDBG grant funds from the City HUD account for the fiscal year. Provide IDIS reports as necessary or as requested by City staff.
8. Draw down CDBG funding at least quarterly through IDIS, based on program expenditures recorded in the City's MUNIS financial system. Maintain an ongoing record of draws for each activity. Work with the City's Financial Services Department to determine the final draw amount for the fiscal year.
9. Reconcile CDBG Program financial information maintained on the IDIS System with CDBG Program financial information maintained on the City's MUNIS System. Provide a reconciliation to the City upon City's request.
10. Prepare the quarterly Federal Financial Report for the City Manager's signature.
11. Prepare the Minority Business Enterprise Contract and Subcontract Activity Report (HUD Form 2516), for submission to HUD. Monitor and record loan repayments made under the Housing Rehabilitation Deferred Payment Loan Program, Redevelopment Deferred Payment Loan Program, Rental Rehabilitation Program, and Landlord Loan Program. Maintain existing history reports in Excel format for the City auditor.
12. Develop and maintain all necessary CDBG documentation for HUD monitoring and for the City's Single Audit.
13. Assist federal HUD monitors during CDBG program performance reviews, and assist City auditors during the Single Audit.
14. Ensure adherence with all CDBG and City regulations and procedures.
15. Work with City staff to develop a task timeline for the above duties.

C. MOBILITY ACCESS / EMERGENCY REPAIR PROGRAM

1. Maintain a list of eligible applicants for the Mobility Access/Emergency Repair Program.
2. Mail or email program applications to potential clients.
3. Review applications and supporting documentation with City staff to determine applicant eligibility and prepare eligibility worksheet.

4. Obtain homeowner's signature on the Work Authorization Form, the Notice to Proceed Form, and the Waiver and Hold Harmless Agreement.
5. Develop a list of qualified, insured contractors for the Program who shall provide services, including but not limited to, installation of accessibility improvements, emergency repairs, and installation of hot water heaters and space heaters. Consultant shall engage City based, qualified, insured contractors when feasible.
6. Prepare a work write up and cost estimate for each project described in Section C.5 of this Exhibit "A" and present to City for review and approval.
7. Solicit and receive the appropriate number of bids for each work write up.
8. Award each project to the lowest responsible bidder.
9. Monitor project progress as necessary.
10. Work with City staff to process invoices from project contractors.
11. Obtain a Notice of Completion / Satisfaction from each project homeowner.
12. Maintain a client file with all required documentation for each project including obtaining the Notice of Satisfaction from each homeowner.

D. PUBLIC SERVICE AGENCY FUNDING PROGRAM

1. Assist City staff with preparation of the Request for Proposals ("RFP") for the annual funding cycle.
2. Assist City staff with the evaluation of proposals and funding recommendations.
3. Prepare related staff reports.
4. Prepare 2022-2023 funding letters.
5. Monitor all funded agencies with in person visits.

E. CAPITAL IMPROVEMENT PROJECTS

1. General Duties
 - a. Determine CDBG eligibility of potential capital improvement projects.
 - b. Provide CDBG-related bid package and construction contract documents to the City Engineering Department.

- c. Participate in preconstruction conferences and provide documents related to federal requirements, as needed, to City staff and contractors.
- d. Prepare and submit documents and reports required by the U.S. Department of Labor ("DOL") and HUD for construction projects receiving CDBG funding.
- e. Perform onsite monitoring related to federal Labor Standards and other CDBG requirements.

2. Labor Standards Compliance for Capital Improvement Projects

- a. Review bid package to ensure compliance with federal labor standards.
- b. Conduct pre-bid conference to ensure project complies with HUD Section 3 construction requirements.
- c. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with the Contractors State License Board and non-appearance on Federal List of Parties Excluded or the debarment list.
- d. Assist City in preparing "Section 3 Bid Analysis Memorandum" and "Agency Report of Contract Award" forms. Assist City in preparing Notice of Contract Award to the DOL Federal Contract Compliance Program.
- e. Attend preconstruction conferences to present labor standards compliance requirements to contractors and subcontractors; prepare minutes and attendance record thereof.
- f. Verify and document job site posting of wage rate information and labor standards compliance posters.
- g. Perform all labor standards compliance documentation in accordance with the Davis Bacon Act and related laws.
- h. Perform all necessary labor standards compliance interviews of employees onsite, using appropriate forms, in the proper frequency and of the proper work classifications, as required by applicable federal labor standards compliance requirements. Receive and review labor standards compliance documentation from onsite interviews and compare with contractor submitted documents.
- i. Monitor weekly payroll documentation on a continuous basis, including, but not limited to, certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.

- j. Follow up with contractor by telephone and/or certified mail regarding required document submittals and payroll discrepancies.
- k. Receive and review contractors' HUD Section 3 compliance paperwork.
- l. Coordinate with City staff about the withholding of progress and/or retention payments if contractor fails to abide by labor standards compliance and/or HUD Section 3 requirements.
- m. Receive, pursue, and document labor standards complaints. Recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- n. Maintain content and format of federal labor standards compliance file in conformance with applicable HUD requirements.
- o. Participate in and represent the City at current project audits and/or file reviews.
- p. Submit complete labor standards compliance file to City for retention. Federal labor standards compliance files must be retained for a period of no less than five (5) years.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on July 1, 2022 and expire June 30, 2023 ("Term").

EXHIBIT "C"

COMPENSATION

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

A. AMOUNT

1. Hourly Rate. Consultant shall be paid the following hourly rates for services described herein.

Name/Title	Hourly Rate
Damien Delany Project Manager	\$ 165
Tom Lao, Inspector	\$ 145
Michael Neal, Grants Coordinator	\$ 150
Sandra Lee, Labor Compliance Officer	\$ 110
Brent Schleck, Environmental Analyst	\$ 135
Joyce Lee, Assistant Planner	\$ 105

2. Not to Exceed Amount. Notwithstanding the foregoing, Consultant's compensation shall not exceed the following amounts.

Exhibit "A" Section	Service	Not to Exceed Amount
Sections A and B	General Duties and CDBG Administration	\$ 25,620
Section C	Mobility Access/Emergency Repair Program	\$ 8,025
Section D	LACDA CDBG Assistance	\$ 10,000
Section E	Capital Improvement Projects	\$ 9,800
Total Compensation Limit		\$ 53,475

3. Funding Reduction. If CDBG funds provided to City by HUD are reduced, suspended or terminated, City hereby reserves the right to reduce, suspend or terminate the funds provided.

- B. **METHOD OF PAYMENT**. Consultant shall provide invoices indicating the hours worked, applicable billing rate, and 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.

- C. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within forty-five (45) days of receipt of monthly invoices; provided however, services are completed to the City's full satisfaction.

D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806
Attention: Albert Warot, Associate Vice President

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

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

EXHIBIT “D”

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer’s Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/30/2021

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105	
		E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Michael Baker International, Inc. 2729 Prospect Park Drive Suite 220 Rancho Cordova CA 95670 USA		INSURER A: Zurich American Ins Co			16535
		INSURER B: Allied world Surplus Lines Insurance Co			24319
		INSURER C: American Guarantee & Liability Ins Co			26247
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 570088962582

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL0419728100	08/30/2021	08/30/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR/Deductible \$250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP4197284-00	08/30/2021	08/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$100,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC053258203	08/30/2021	08/30/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC419728200	08/30/2021	08/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A				AOS	08/30/2021	08/30/2022	E.L. EACH ACCIDENT \$1,000,000
				WC419728500	08/30/2021	08/30/2022	E.L. DISEASE-EA EMPLOYEE \$1,000,000
				WI			E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O-PL-Primary			03124806	08/30/2021	08/30/2022	Per Claim \$5,000,000
				Claims Made			Aggregate \$5,000,000
				SIR applies per policy terms & conditions			SIR/Deductible (2) \$200,000

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

Projects as on file with the insured including but not limited to CDBG Administration Services. City of Redondo Beach, its officers, elected and appointed officials, employees and designated volunteers are named as additional insureds on the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach 415 Diamond St. Redondo Beach CA 90277 USA	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



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-00

Effective Date: 08/30/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph 1.a. above; or

(2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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 failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-00	08/30/2021	08/30/2022		15939000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-00

Effective Date: 08/30/2021

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,
 unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-00	08/30/2021	08/30/2022		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Policy Number: WC 4197282-00

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

ENDORSEMENT NO. 15

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

This Endorsement, effective at 12:01 a.m. on August 30, 2021, forms part of

Policy No.	0312-4806
Issued to	Michael Baker International, LLC and Affiliates
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. The cancellation effective date is prior to this Policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and
3. The **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

the **Company** will provide advice of cancellation (the "Advice") at least thirty (30) days before the effective date of cancellation via e-mail to such Certificate Holders.

Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the **Insurer's** part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative



Administrative Report

H.6., File # 22-4587

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

ADOPT BY TITLE ONLY ORDINANCE NO. 3238-22 OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING TITLE 3, CHAPTER 16 TO THE REDONDO BEACH MUNICIPAL CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE REDONDO BEACH POLICE DEPARTMENT AND APPROVING THE MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481, FOR SECOND READING AND ADOPTION

EXECUTIVE SUMMARY

On August 2, 2022, the City Council approved the attached ordinance related to the use of military equipment by the Redondo Beach Police Department and approving the military equipment use policy pursuant to Assembly Bill 481. The ordinance is now ready for second reading and adoption. If adopted, the ordinance will take effect in thirty days.

BACKGROUND

Adoption of the proposed ordinance complies with AB 481 which requires law enforcement agencies to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy by ordinance, prior to acquiring, or using equipment defined in Assembly Bill 481.

The proposed ordinance is in compliance with AB 481 and the draft military equipment use Policy, as required by the bill, was posted on the Police Department's website on April 19, 2022, over 30 days prior to ordinance introduction. On August 2, 2022, the City Council conducted a public hearing regarding the ordinance and approved it for introduction and first reading.

COORDINATION

The Police Department coordinated the preparation of this ordinance with the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the proposed Ordinance.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Ordinance
- Administrative Report 08-02-22

ORDINANCE NO. O-3238-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING TITLE 3, CHAPTER 16 OF THE REDONDO BEACH MUNICIPAL CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE REDONDO BEACH POLICE DEPARTMENT AND APPROVING THE MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed into law, effective January 1, 2022, Assembly Bill 481 ("AB 481"), codified in California Government Code Section 7070 et. seq. relating to the use of military equipment as defined in AB 481 by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired or used; and

WHEREAS, the Redondo Beach Police Department is in possession of certain items of equipment that qualify as "military equipment" as defined by AB 481; and

WHEREAS, the Redondo Beach Police Department does not possess any tactical equipment obtained from the military nor does it possess any equipment that is designed solely for military use; and

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, pursuant to Government Code section 7071(a)(2), if seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, the Redondo Beach Department was obligated to, and has met the requirement, of commencing a City Council approval process for the Military Equipment Use Policy no later than May 1, 2022; and

WHEREAS, as further required by Government Code section 7071(a)(2), if the City Council does not approve the continuing use of military equipment, including by adoption pursuant to a Military Equipment Use Policy, within 180 days of submission of the proposed Military Equipment Use Policy to City Council, the Redondo Beach Police Department shall cease its use of the military equipment until it receives the approval of City Council in accordance with this Ordinance; and

WHEREAS, Government Code Section 7071(b) requires that the Redondo Beach Police Department post to its website the Military Equipment Use Policy that it plans to propose to the City Council, at least 30 days prior to any public hearing concerning the policy; and

WHEREAS, on April 19, 2022, the Redondo Beach Police Department posted its draft Military Equipment Use Policy to its public website, thereby complying with the 30-day posting requirement prior to a public hearing before City Council on August 2, 2022; and

WHEREAS, the Military Equipment Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of Redondo Beach, having received the information required under AB 481 regarding the Redondo Beach Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

NOW THEREFORE, the City Council of the City of Redondo Beach, California DOES HEREBY ORDAIN as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Having considered the Military Equipment Use Policy, and the information provided to the City Council at the public hearing, the City Council makes the following findings required by Government Code Section 7071(d)(1);

- A. The Military Equipment inventory included in the Military Equipment Use Policy lists equipment that is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- B. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- C. If purchasing the equipment listed, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;
- D. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. The Redondo Beach Police Department Military Equipment Use Policy is hereby approved.

SECTION 4. AMENDMENT OF CODE. That a new Chapter 16 (entitled "Military Equipment Use Policy") of Title 3 (entitled "Public Safety") of the Redondo Beach Municipal Code, is added in its entirety to read as follows:

MILITARY EQUIPMENT USE POLICY

3.16.01 Definitions

3.16.02 Military Equipment Use Policy Requirement

3.16.03 Reports on the Use of Military Equipment

§3.16.01 Definitions

A. "Military Equipment" includes all of the following, as defined in California Government Code §7070:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personal carriers. Police versions of standard consumer vehicles are specifically excluded from this subchapter.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. Unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subchapter.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ran designed to be operated by one person, are specifically excluded from this subchapter.

8. Firearms of .50 caliber or greater. Standard issue shotguns are specifically excluded from this subchapter.
9. Ammunition of .50 caliber or greater. Standard issue shotgun ammunition is specifically excluded from this subchapter.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Penal Code Sections 30510 and 30515, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15) above, "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

B. "City" means any department, agency, bureau, and/or subordinate division of the City of Redondo Beach.

C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Redondo Beach Police Department.

D. "City Council" means the governing body that is the Redondo Beach City Council.

E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all the following:

1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.

2. The purposes and authorized uses for which the law enforcement agency or state agency proposes to use each type of Military Equipment.

3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

4. The legal and procedural rules that govern each authorized use.

5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment Use Policy.

6. The mechanisms to ensure compliance with the Military Equipment Use Policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

F. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

G. "Type" means each item that shares the same manufacturer model number.

§3.16.02 Military Equipment Use Policy Requirement

A. The Redondo Beach Police Department shall obtain approval of the City Council, by a motion adopting a Military Equipment Use Policy at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act, commencing with Section 54950 of the Government Code, prior to engaging in any of the following:

1. Requesting Military Equipment made available pursuant to Section 2576a Title 10 of the United States Code.

2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in kind donations, or other donations or transfers.

3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.

4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of Redondo Beach.

5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this subchapter.

6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of Military Equipment.

7. Acquiring Military Equipment through any means not provided by this section.

B. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available to use.

C. The City Council shall review this ordinance at least annually and vote on whether to renew it at a regular meeting held pursuant to the Ralph M. Brown Act commencing with Section 54950 of the Government Code.

§3.16.03 Reports on the Use of Military Equipment

A. The Police Department shall submit to City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.

B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.

C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment.

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment Report and the law enforcement agency's funding, acquisition, or use of Military Equipment.

E. The City Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this Subchapter and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

SECTION 5. CEQA. This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines because there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) City staff shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 6. INCONSISTENT PROVISIONS. Any provisions of the Redondo Beach Municipal Code, or appendices thereto, or any other ordinances of the City

inconsistent herewith, to the extent of such inconsistencies and no further, are hereby repealed.

SECTION 7. SEVERANCE. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

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

PASSED, APPROVED AND ADOPTED this 9th day of August, 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Ordinance No. was introduced by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 2nd day of August 2022 and 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 9th day of August 2022, and there after signed and approved by the Mayor and attested by the City Clerk, and that said ordinance was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk



Administrative Report

L.2., File # 22-4457

Meeting Date: 8/2/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

PUBLIC HEARING FOR INTRODUCTION AND FIRST READING OF AN ORDINANCE ADDING TITLE 3, CHAPTER 16 OF THE REDONDO BEACH MUNICIPAL CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE REDONDO BEACH POLICE DEPARTMENT, APPROVING THE MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481 AND CONSIDERATION OF A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION FOR THE PROPOSED CODE AMENDMENTS IN ACCORDANCE WITH SECTION 15308 OF THE CEQA GUIDELINES

PROCEDURES:

1. OPEN THE PUBLIC HEARING AND TAKE TESTIMONY;
2. CLOSE THE PUBLIC HEARING; AND
3. INTRODUCE ORDINANCE BY TITLE ONLY

INTRODUCE BY TITLE ONLY ORDINANCE NO 3238-22 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADDING TITLE 3, CHAPTER 16 TO THE REDONDO BEACH MUNICIPAL CODE GOVERNING THE USE OF MILITARY EQUIPMENT BY THE REDONDO BEACH POLICE DEPARTMENT AND APPROVING THE MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481

EXECUTIVE SUMMARY

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075. AB 481 requires a law enforcement agency to obtain approval from the applicable governing body, via adoption of a "military equipment" use policy by ordinance, prior to acquiring, or using equipment deemed military equipment as defined in Assembly Bill 481. Adoption of the proposed Ordinance is necessary for the Police Department to be in compliance with AB 481 and to formally approve the Department's Military Equipment Use Policy.

BACKGROUND

The term "military equipment," as used in AB 481, in fact, does not necessarily indicate the equipment has been used or acquired through the military. Items deemed to be "military equipment" by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement to enhance public and officer safety. None of the equipment in the Redondo Beach Police Department inventory has been obtained from the military, nor is it solely designated for military use.

Pursuant to AB 481, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, less lethal shotguns, less-lethal 40mm projectile launchers, and flashbangs. AB 481 requires law enforcement agencies to “commence a governing body approval process” prior to May 1, 2022. Additionally, if the governing body does not approve and adopt the military equipment use policy within 180 days of when it is first submitted, the agency must cease using the military equipment until the policy is approved and the ordinance adopted. Further, AB 481 requires that the draft policy be posted on the Police Department website at least thirty days prior to any public hearing on the policy.

The Redondo Beach Police Department is committed to using the most up-to-date tools and equipment to safeguard our citizens. Many of the items deemed to be “military equipment” by AB 481 are in fact employed by the Police Department, and other law enforcement agencies across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide all members of the Police Department with vital tools that facilitate compliance with the Police Department use of force policy. Loss of these items would jeopardize the welfare of citizens and peace officers within the City of Redondo Beach.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the tools identified in the equipment list is vital to the vision and mission of the Police Department and will continue to be strictly regulated through internal processes and oversight.

The proposed ordinance is in compliance with AB 481 and as required, the draft Policy was posted on the Police Department’s website on April 19, 2022, over 30 days prior to the introduction of the Ordinance. The policy includes a link to each item identified in Government Code section 7070 as military equipment that is currently owned and utilized by the Police Department which also includes the current use and cost of each item. These particular items, and their stated uses, have been in place prior to the implementation of AB 481. Therefore, future acquisitions of any item deemed to be “military equipment” could require a policy update, and City Council approval. The proposed Policy protects the public’s welfare, safety, civil rights, and civil liberties while ensuring that there are safeguards, including transparency, oversight, and accountability measures in place.

There are no reasonable alternatives to the applicable equipment items listed that are currently in use by the Police Department. Additionally, the Police Department has not discovered alternative items that can achieve the same officer and civilian safety objectives. Any use of what has been deemed military equipment by AB 481 must be reasonably necessary and conform to all applicable Police Department policy sections. The facts and circumstances surrounding any incident must be carefully weighed and considered before authorizing the use of, or utilizing this equipment. Adoption of the proposed Ordinance is necessary in order for the Police Department to be in compliance with AB 481 and to formally approve the Department’s Military Equipment Use Policy.

ENVIRONMENTAL STATUS

The ordinance amendments are exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to Section 15060(c)(2) of the Guidelines for the

Implementation of CEQA because the activity will not result in direct or reasonably foreseeable indirect physical change to the environment. Further, pursuant to Section 15060(c)(3) the activity is not considered a project under CEQA and therefore qualifies for the general rule exemption under Section 15378(b)(5) of the CEQA Guidelines.

COORDINATION

The Police Department coordinated preparation of the ordinance with the City Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the proposed Ordinance.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Ordinance
- Military Equipment List
- Military Equipment Policy
- AB 481 Bill text
- CEQA Exemption
- Legal Ad Public Hearing Notice
- AB 481 Presentation



Administrative Report

H.7., File # 22-4636

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL
From: JOE HOFFMAN, CHIEF OF POLICE

TITLE

APPROVE A SIDE LETTER AGREEMENT WITH THE REDONDO BEACH POLICE OFFICERS ASSOCIATION (POA) TO MODIFY THE SENIORITY PROVISION IN THE JANUARY 1, 2020 TO DECEMBER 31, 2022 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE POA

EXECUTIVE SUMMARY

The City Council previously approved a Memorandum of Understanding (MOU) between the City of Redondo Beach and the Redondo Beach Police Officers Association for the term January 1, 2020 to December 31, 2022. The MOU states seniority shall be based on the date of hire as a sworn Police Officer or Police Recruit. The negotiated side letter modifies the MOU stating that seniority is based on the date of hire as a sworn Police Officer only, eliminating the classification of Police Recruit from establishing Police Department seniority. The MOU change is expected to improve the City's ability to attract lateral police officer candidates and more appropriately reflect an officer's standing in the Department.

BACKGROUND

The current MOU with the Police Officers Association states seniority shall be based on the date of hire as a sworn Police Officer or Police Recruit. This side letter eliminates the classification of Police Recruit from establishing Police Department seniority for the purposes of bidding for shift selection, work days, vacation schedules and any other seniority-based benefits.

Currently, upon hiring a Police Recruit, a Police Department specific serial number is assigned to the individual that establishes Police Department seniority. The Police Recruit then attends the Police Academy which typically last six months or more. Upon successful completion and graduation from the Police Academy, a Police Recruit is sworn in and classified as a Police Officer. Under the existing MOU language, when a Lateral Police Officer is hired and sworn in while one or more Police Recruits are attending the Police Academy the lateral Officer has less Police Department seniority, despite already being a sworn Police Officer and being immediately available for deployment in the community. This side letter corrects the seniority establishment issue and assigns Police Department seniority at the time of an Officer's swearing-in.

A Police Recruit, upon hire, is assigned a City of Redondo Beach (non-PD specific three digit) employee number to establish all needed City benefits. This City of Redondo Beach employee number is sufficient to receive all benefits and reflect employment in good standing while attending

the Police Academy prior to being classified as a sworn Police Officer. Upon classification as a Police Officer, individuals are assigned a Police Department serial number in addition to the City employee number.

The Police Department is actively recruiting lateral Police Officers and recently initiated a pilot program for recruitment and referral bonuses which was included in the Fiscal Year 2022 - 23 budget. Seniority can be a significant consideration for recruitment and approval of this side letter will have a positive effect on the Police Department's ability to market and promote lateral Police Officer employment opportunities with the City of Redondo Beach. This side letter shall expire on December 31, 2022 in conjunction with the expiration date of the existing MOU. It is expected that the modification to the seniority provision will be included in future MOUs.

COORDINATION

The Police Department coordinated with the Human Resources Department and the City Attorney's Office to prepare the side letter. The side letter was negotiated and agreed to by the Police Officer's Association.

FISCAL IMPACT

There is no fiscal impact associated with the approval of this recommended side letter agreement.

APPROVED BY:

Mike Witzansky, City Manager

ATTACHMENTS

- Side Letter

**LETTER OF AGREEMENT BETWEEN
THE CITY OF REDONDO BEACH AND
THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION**

The Redondo Beach Police Officers Association ("POA") and the City of Redondo Beach ("City"), having previously negotiated and executed a Memorandum of Understanding for the Officer and Sergeant Unit for the period January 1, 2020 to December 31, 2022, ("MOU") do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU ARTICLE XI -SECTION 2.02 and ARTICLE XI, SECTION 3.01, and in the following specific particularities only.

TERM OF SIDE LETTER AGREEMENT

This Side Letter Agreement shall commence upon execution and approval by both the POA and City, and unless earlier terminated as specifically provided herein, shall expire at 11:59 p.m. on December 31, 2022 ("Term"). The stated expiration of Term is an essential and material condition of this Side Letter Agreement, and may not be waived by any implied conduct of either party. Irrespective of any application of PERB Decision No. 2213-E, this Side Letter Agreement shall expire at 11:59 p.m. on December 31, 2022.

MOU ARTICLE XI – SECTION 2.02

During the Term of this Side Letter Agreement, Article XI - Section 2.02 is hereby amended to read in its entirety as follows:

2.02 Effective July 1, 1998, seniority shall be based on date of hire as a sworn Police Officer or Police Recruit with the Redondo Beach Police Department for purposes of bidding for shift selection, work days, vacation schedules and any other seniority-based benefits. Effective for employees hired after July 1, 2022, such seniority shall be based on date of hire as a sworn Police Officer with the Redondo Beach Police Department.

MOU ARTICLE XI – SECTION 3.01

During the Term of this Side Letter Agreement, Article XI - Section 3.01 is hereby amended to read in its entirety as follows:

3.01 The Association agrees to the establishment of a separate bid system based on seniority, determined by date of hire as a sworn Police Officer or Police Recruit

with the Redondo Beach Police Department, for Officers within each special unit for K-9, Driving Under the Influence Team (DUI), Motor Officer, and Detectives for purposes of bidding for shift selection, work days, vacation schedules and any other seniority-based benefits. Effective for employees hired after July 1, 2022, such seniority shall be based on their date of hire as a sworn Police Officer with the Redondo Beach Police Department.

INCORPORATION CLAUSE

This Side Letter Agreement contains the entire agreement between the parties related to the amendment and restatement of MOU ARTICLE XI- SECTION 2.02 and MOU ARTICLE XI- SECTION 3.01 during the Term. There are no other, and neither the POA nor City have relied upon any, agreements, understandings, or representations related to the subject matter of this Side Letter Agreement not specifically set forth in writing herein. In the event of a conflict between any term or condition of this Side Letter Agreement and the MOU, this Side Letter Agreement shall control. This Side Letter Agreement may be amended only by a written document executed by both parties. No act or omission of a party shall be construed or implied to be a waiver of any term or condition of this Side Letter Agreement.

SAVINGS CLAUSE

The terms of this Side Letter Agreement have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. In the event of any dispute as to the meaning of any term or condition of this Side Letter Agreement, the parties shall meet in good faith to resolve such dispute. If any such dispute is not resolved within a reasonable period of time, the exclusive resolution of such dispute shall be by binding arbitration, consistent with the arbitration process described in the MOU. The parties agree that in the event any term or condition of this Side Letter Agreement violates (now or in the future) any applicable state or federal law, the arbitrator shall have the power to reform this Side Letter Agreement, but only to the extent so that it is fully compliant with such state or federal law; provided, however, the arbitrator shall not have any power to reform, declare, order or award that the MOU shall supersede or control any term or condition this Side Letter Agreement.

NO OTHER AMENDMENT OR MODIFICATION

Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Side Letter Agreement. Any capitalized word or phrase in this Side Letter Agreement not defined herein shall be defined as that word or


phrase is defined first in the MOU, and if not defined therein, as next defined in the GOM, and if neither defined in the MOU or GOM, as such word or phrase is commonly defined by usage within the context of California public sector employment law.

**FOR THE CITY OF
REDONDO BEACH**

William C. Brand, Mayor

Date: _____

**FOR THE REDONDO BEACH
POLICE OFFICERS' ASSOCIATION**



Robert Carlborg, President

Date: 06/30/22

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

ATTEST:

Eleanor Manzano, City Clerk



Administrative Report

J.1., File # 22-4613

Meeting Date: 8/9/2022

TITLE

For eComments and Emails Received from the Public



Administrative Report

N.1., File # 22-4644

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL

From: MICHAEL W. WEBB, CITY ATTORNEY JOY ABAQUIN FORD, QUALITY
OF LIFE PROSECUTOR ANDREA DELAP, PUBLIC WORKS ADMINISTRATIVE ANALYST

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE USE OF GRANT FUNDS FOR THE CITY'S ENHANCED RESPONSE TO HOMELESSNESS PROGRAM

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2208-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE \$185,130 IN INNOVATION GRANT FUNDS FROM THE SBCCOG TO THE INTERGOVERNMENTAL GRANT FUND

ADOPT BY 4/5THS VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2208-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE \$82,342.53 IN LOS ANGELES COUNTY COMMUNITY DEVELOPMENT BLOCK GRANTS TO THE INTERGOVERNMENTAL GRANT FUND

APPROVE THE CONTINUATION OF PALLET SHELTER TEMPORARY EMERGENCY TRANSITIONAL HOUSING FOR AN ADDITIONAL YEAR

AUTHORIZE THE CITY ENGINEER TO EXECUTE A CONSTRUCTION CHANGE ORDER TO THE TORO ENTERPRISES INC. CONTRACT (JOB NO 50300) FOR AN AMOUNT NOT TO EXCEED \$60,000 ABOVE THE CHANGE ORDER LIMITS ESTABLISHED IN ADMINISTRATIVE POLICY AND PROCEDURE 14.1, TO INCLUDE OFF-SITE SEWER RELATED WORK AT THE REDONDO BEACH PALLET SHELTER FACILITY

APPROVE THE REIMBURSEMENT OF COSTS FOR THE PURCHASE OF RESTROOM AND SHOWER FACILITIES FOR THE REDONDO BEACH PALLET SHELTER SITE TO BE PROCURED BY HARBOR INTERFAITH

EXECUTIVE SUMMARY

Under the Enhanced Response to Homelessness Program, the City Attorney's Office has applied for and received over \$1.68 million in grants for Redondo Beach's Homeless Court and Pallet Shelter, which can be used in the Current Fiscal Year. Staff is seeking direction and authorization from the City Council to utilize the grant funds per the recommendations described below.

BACKGROUND**Homeless Court Grants**

Los Angeles County Supervisor Janice Hahn previously secured \$100,000 County Community Development Block Grant (CDBG) for the Redondo Beach Homeless Court program, which has been extended to the end of Fiscal Year 2022-2023. The balance of \$82,342.53 from last fiscal year needs to be appropriated to the Intergovernmental Grant Fund.

The South Bay Cities Council of Governments (SBCCOG) awarded \$306,299 Innovative Grant Funds for the expansion of Homeless Court to include Hermosa Beach cases, interim beds and services. The Innovative Grant was divided in two tranches. The Mayor and City Council appropriated the first tranche in January, 2022. The second tranche in the amount of \$185,130 also needs to be appropriated to the Intergovernmental Grant Fund.

The City Attorney's Office worked with Assemblymember Al Muratsuchi's office in drafting AB 2220 that would create a statewide Homeless Court pilot program to provide comprehensive community-based services to homeless criminal defendants. City Attorney Michael Webb also attended the Committee Hearings on Judiciary and Health in Sacramento to speak in favor of the bill. Although the bill was referred to suspense file and held under submission for consideration next year, Assemblymember Muratsuchi wanted to ensure that Redondo Beach's Homeless Court continued by fighting for and ultimately securing \$500,000 from the State's budget, AB 178.

Assemblymember Muratsuchi has been a strong supporter of Redondo Beach's Outdoor Homeless Court. According to AB 178, the funding is to be allocated by the Judicial Council. Although the terms are still unclear, we hope the State funds that Assemblymember Muratsuchi fought for and obtained will ensure that the unhoused can continue to receive services they need to overcome the obstacles that prevent them from becoming permanently housed.

Pallet Shelter Grants

Los Angeles County Supervisor Holly Mitchell's office and the County Chief Executive Office-Homeless Initiative (CEO-HI) are working very closely with the City Attorney's Office to ensure the continuation of the Redondo Beach Pallet Shelter. The Pallet Shelter is set to expire on September 30, 2022. Staff seeks direction as to whether the Pallet Shelter should continue another year.

The Redondo Beach Pallet shelter continues to be an incredibly valuable resource to our housing navigators to get unhoused residents of Redondo Beach permanent housing. The Pallet Shelter Units and the Single Room Occupancy Units Redondo rents in Wilmington get people out of survival mode from living in the streets to a safe, stable environment where they can focus on accepting needed services and their housing plan. Since the Pallet Shelters opened in December of 2020, they

have remained full with a waiting list of more than ten people. Thirty (30) people have been permanently housed. With the fifteen (15) living there now, that is forty-five (45) people off the streets of Redondo Beach. Currently, four (4) residents of the Pallet Shelter are employed. Our goal is that one day the City of Redondo Beach will not need the Pallet Shelters, but we anticipate that they will be needed through next September.

The City Attorney's Office and the City Manager's Office applied for, and the City was awarded, the Cities and Councils of Governments Interim Housing Services (CCGOIHS) Grant in the amount of \$584,000 from the CEO-HI for twelve (12) months, starting in October for ongoing operations of the Redondo Beach Pallet Shelter.

The amount of \$584,000 pays for operational costs in the amount of \$80 per bed each day. However, the overall operations cost is higher than \$584,000, so the City would have to pay the balance of the operating budget. \$80 per bed a day is the cost for other larger housing projects in other cities within the Supervisorial District. The County is very concerned with equity and does not want to spend more per bed in Redondo Beach than is spent in other cities within the District.

In addition, the CEO-HI's office secured \$40,000 to reduce the City's costs. The Department of Health Services (DHS) reduced their administrative fee from 10% to 5%, saving the City about \$45,000.

Moreover, the CEO-HI awarded the City an additional \$250,000 from Measure H funds for capital improvements of the Pallet Shelter to reduce the ongoing operations costs per bed even more. These capital improvements include adding two more pallet shelter units to bring the total number of units to twenty (20); purchase of showers and toilet facilities to eliminate the rental fees and costs for water delivery and disposal; and purchase of the administrative trailer to eliminate the rental fee. These capital improvements will reduce the bed rate by 35%.

Additional sewer infrastructure will be required to support the restroom and shower facilities at the Pallet Shelter. The City Council approved a contract with Toro Enterprise Inc. on November 2, 2021 for City sewer work. A change order will be required to the contract to add the sewer infrastructure. The proposed work and costs are illustrated in the attached drawings and quote.

Many hours between CEO-HI, DHS, Harbor Interfaith, who manages the pallet shelter, and the City Attorney's Office went into getting the City's share as low as possible. The total operating costs for August 2022 to September 2023 are \$1,135,235. The County will pay \$762,734, so the City's share will come out to \$372,501, which is a monthly payment of \$26,607.21, less than the City's original commitment, but more than what it is now. When the Pallet Shelter first opened, the City had a monthly payment of \$30,845.17 for the first six months. In the past year, the City had a monthly payment of \$18,884.62.

The California Housing and Community Development (HCD) administers the Permanent Local Housing Allocation (PLHA) funds. PLHA provides funding to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The Pallet Shelter is an eligible activity for this fund, and Redondo Beach has an allocation of \$130,830 for our first year if the City applied to the HCD. Michael Baker consultants anticipate that Redondo has a similar allocation for the second and third year. However, even if City Staff initiates the application process, PLHA funds cannot be released until HCD has approved the

City's Housing Element.

In the event that the City is unable to secure funding, the City can exercise its right of early termination of the Pallet Shelters within 30 days advance notice to the County. If the City terminated the contract, the County would relocate the pallet shelter units the County purchased, the administrative trailer and the shower and toilet facilities to be used elsewhere in the County. The sewer infrastructure would remain available for City use.

Recommended Actions:Homeless Court:

Staff recommends that the City Council appropriate both the SBCCOG Innovative Grant funds and the County CDBG funds to the Innovative Grant fund, and direct staff to return with an agreement with the Judicial Council to accept the AB 178 grant in the amount of \$500,000.

Pallet Shelter:

- A. Approve the continuation of the pallet shelter for one year.
- B. Approve the reimbursement of the showers and toilet facilities to be purchased by Harbor Interfaith.
- C. Give the City Engineer the approval and authority to execute a Change Order(s) in an amount not to exceed \$60,000 to perform the off-site work at the Pallet Shelter described above.
- D. Direct staff to return with a contract to accept the Cities and Council of Governments Interim Housing Services grant of \$584,000.
- E. Direct staff to apply for PLHA funds to be used for the Pallet Shelter operational costs.

COORDINATION

The City Attorney's Office coordinated with the City Manager's Office, Public Works Department and the Community Services Department.

FISCAL IMPACT

There will be no impact to the City's General Fund as this is entirely funded by grant funds. The City may have to identify funding for the Pallet Shelter operational costs if certain grants become unavailable. The program will require a significant allocation of staff time from the Public Works, Community Services Department, and City Attorney's Office for set up and logistics.

Source	Amount	Program
Supervisor Hahn CDBG grant	\$82,342.53	Homeless Court
SBCCOG Innovative Grant	\$185,130	Homeless Court
Assembly Muratsuchi AB 178	\$500,000	Homeless Court
CCGOIHS Grant	\$584,000	Pallet Shelter Operational Costs
CEO-HI	\$40,000	Pallet Shelter Operational Costs
DHS	\$45,000	DHS Admin fee
Measure H funds	\$250,000	Pallet Shelter capital improvements
Total Grants Awarded	\$1,686,472.53	

ATTACHMENTS

- Resolution for SBCCOG grant
- Resolution for County CDBG grant
- Drawings
- Toro Quote

RESOLUTION NO. CC-2208-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE \$185,130 IN INNOVATION GRANT FUNDS FROM THE SBCCOG TO THE INTERGOVERNMENTAL GRANT FUND

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

WHEREAS, the City of Redondo Beach's adopted budget needs to be modified to appropriate monies to fund necessary expenditures; and

WHEREAS, on July 13, 2021, the County of Los Angeles allocated \$1,905,000 of Innovation Grant Funds to the South Bay Cities Council of Governments ("SBCCOG") based on the percentage of homelessness in the region; and

WHEREAS, the SBCCOG awarded the City of Redondo Beach ("City") and the City of Hermosa Beach \$306,299 of its Innovation Grant funds to be used on bridge housing and expanding the Redondo Beach Housing Initiative Court, also known as Homeless Court; and

WHEREAS, the Grant Funds is divided into two Tranches; and

WHEREAS, Tranche 1 was awarded in the amount of \$121,169 for January 1, 2022 to June 30, 2022; and

WHEREAS, Tranche 2 is for the remaining \$185,130 for July 1, 2022 to June 30, 2023, which will only be available once the SBCCOG and the County of Los Angeles contract is extended; and

WHEREAS, the City has approved the receipt and appropriation of past funding for similar programs.

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 of Fiscal Year 2022-2023 and the amounts required to meet conditions which have arisen during the budget year require a modification in the budget appropriation; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2022-2023 is modified as follows:

One hundred eighty-five thousand one hundred thirty dollars (\$185,130) in Innovation Grant funds from the SBCCOG shall be appropriated to the Intergovernmental Grant Fund and expended for services, bridge housing and the expansion of the City of Redondo Beach Housing Initiative Court.

SECTION 2. That pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed and instructed to correct the budget records of said City for Fiscal Year 2022-2023 in accordance with the above modification.

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 9th day of August, 2022.

William C. Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2208-062 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 9th day of August, 2022, and thereafter signed and approved by the Mayor and attested by the City Clerk, and that said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

RESOLUTION NO. CC-2208-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A 2022-2023 FISCAL YEAR BUDGET MODIFICATION APPROPRIATING \$82,342.53 IN LOS ANGELES COUNTY COMMUNITY DEVELOPMENT BLOCK GRANTS TO THE INTERGOVERNMENTAL GRANTS FUND

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

WHEREAS, the City's adopted budget needs to be modified to accept unanticipated revenues; and

WHEREAS, the Los Angeles County Development Authority (LACDA) receives Community Development Block Grants (CDBG) from the United States Department of Housing and Urban Development (HUD) and other funding agencies; and

WHEREAS, LACDA awards funds to various service providers and cities throughout the County for a broad array of community needs, including homelessness; and

WHEREAS, LACDA awarded the City of Redondo Beach \$100,000 in CDBG funds from the County for the period of July 1, 2021 through June 30, 2021; and

WHEREAS, there remains a current balance of \$82,342.53; and

WHEREAS, LACDA extended the use of the balance to the end of Fiscal Year 2022-2023; and

WHEREAS, the City Attorney's Office intends to use the monies for expenses necessary for the Redondo Beach Housing Initiative Court, also known as "Homeless Court."

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 2022-2023 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 in Fiscal Year 2022-2023 is modified as follows:

Eighty-Two Thousand Three Hundred Forty Dollars and Fifty-Three Cents (\$82,342.53) in grant funds from the Los Angeles County Development Authority Community Development Block Grant shall be appropriated to the Intergovernmental Grants Fund to reimburse the City for its Housing Initiative Court expenses.

SECTION 2: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

SECTION 3: Pursuant to section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2022-2023 in accordance with the above modifications.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of August, 2022.

William Brand, Mayor

APPROVED AS TO FORM:

ATTEST:

Michael W. Webb, City Attorney

Eleanor Manzano, CMC, City Clerk

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that Resolution No. CC-2208-062 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 9th day of August, 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:

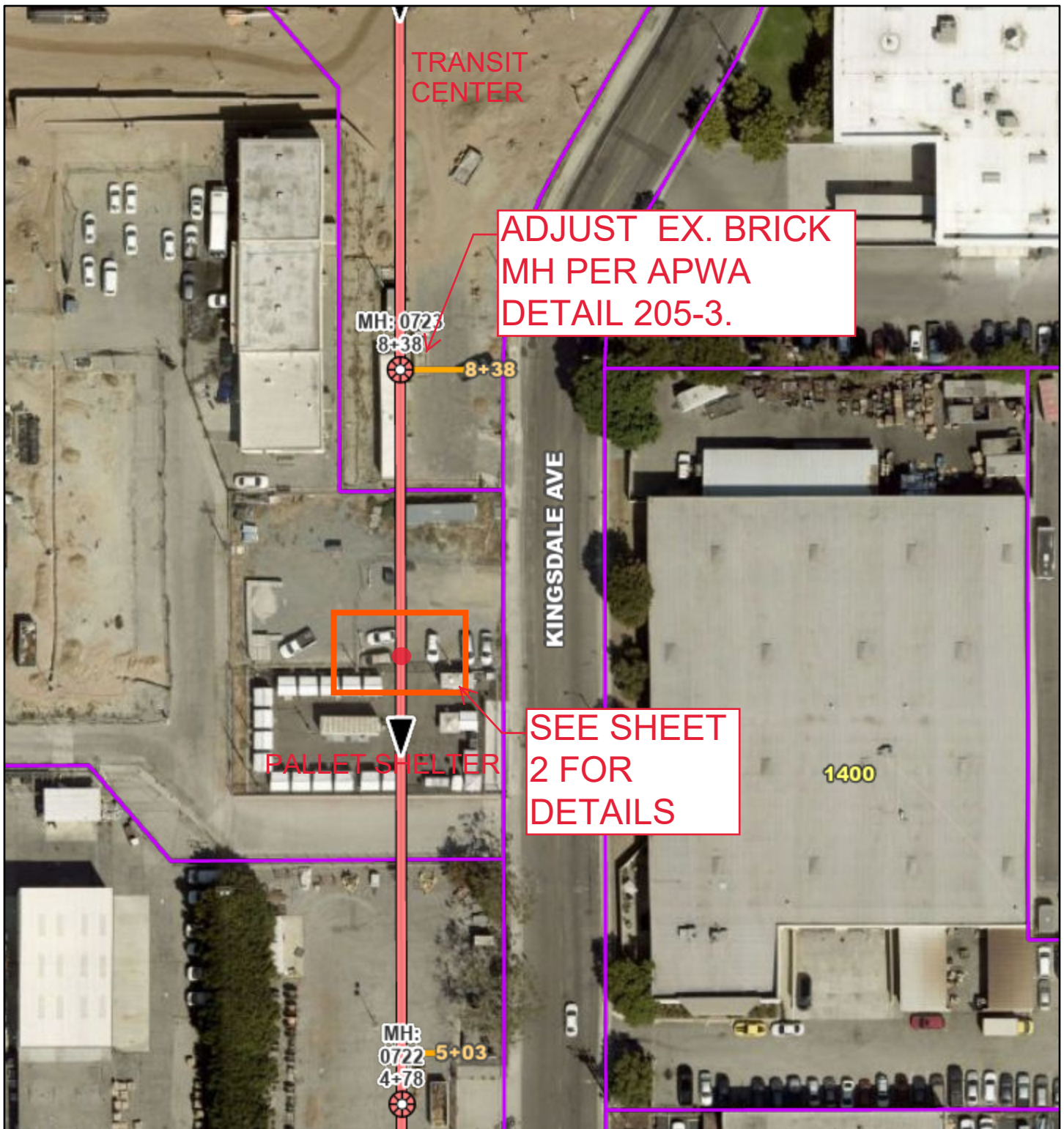
NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, CMC
City Clerk

ArcGIS Web Map



7/5/2022, 5:10:38 PM

Service Laterals

Open

Sewer Mains

In Service Gravity (Redondo Beach)

Flow Direction

Structures

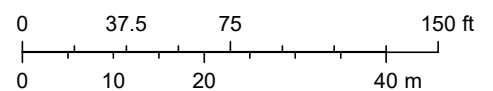
Manhole (Redondo Beach)

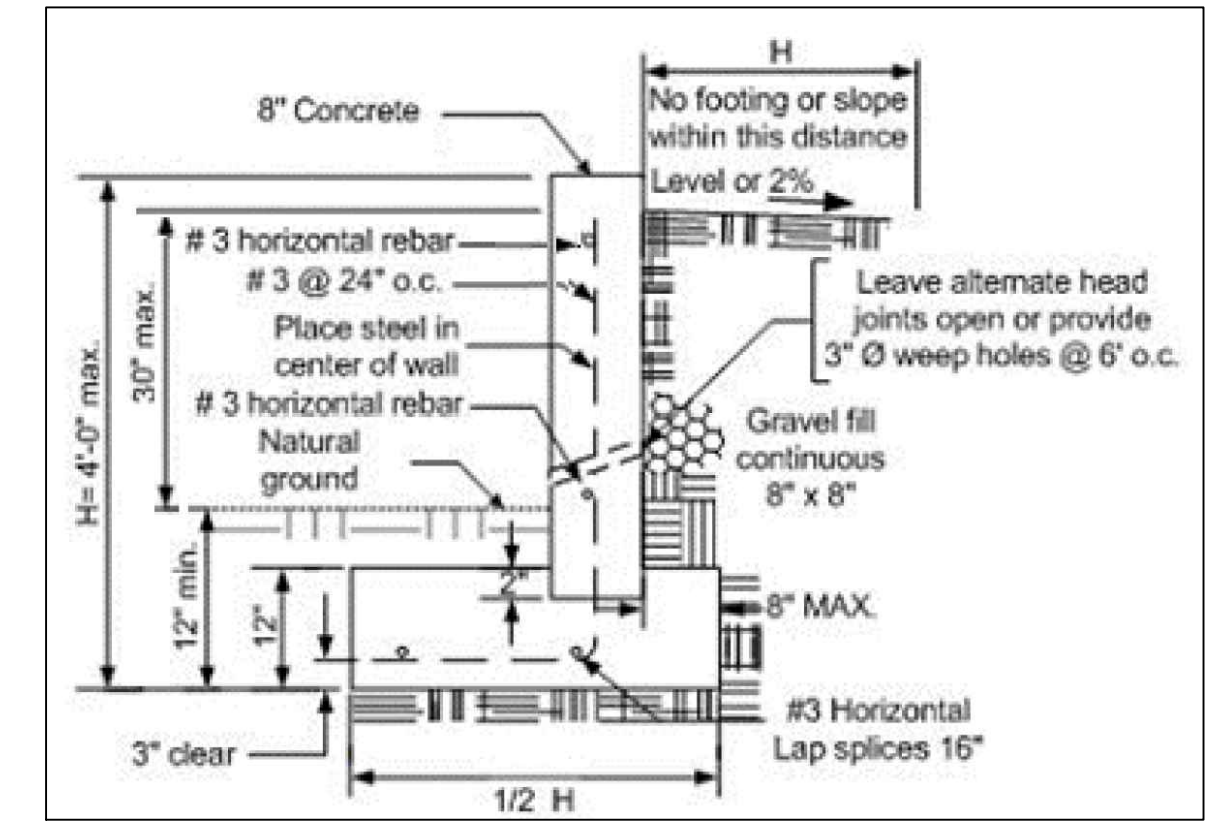
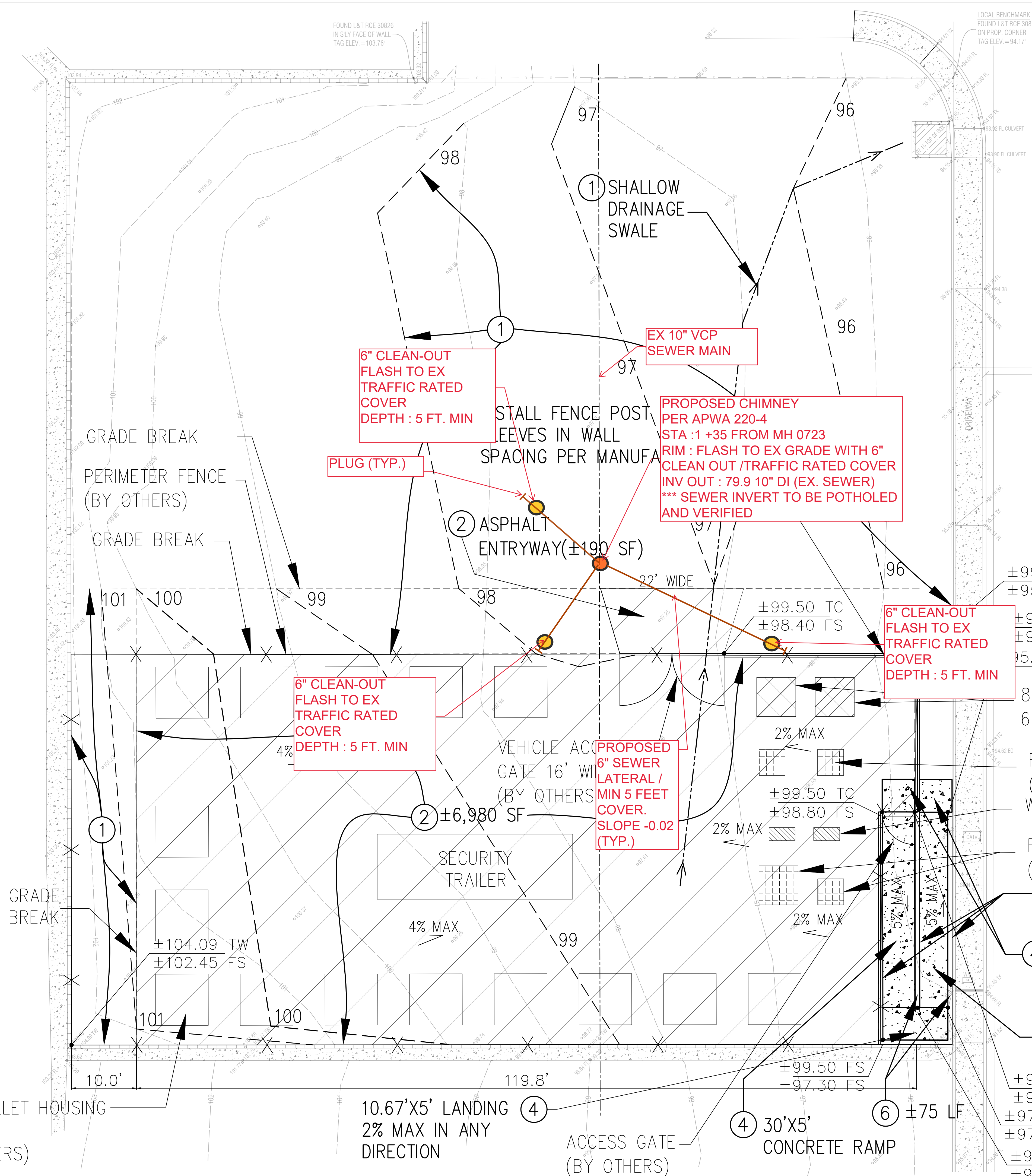
Assessor Parcels

Redondo Beach

Site Address

1:1,000





DETAIL A
RETAINING WALL SECTION (TYP.)

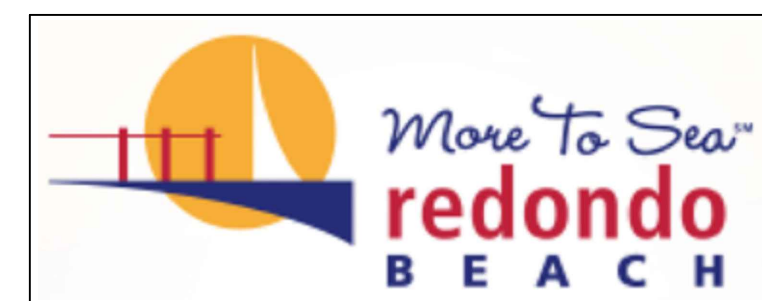
- RETAINING WALL GENERAL NOTES**
- 1) All footings to be 12" into natural ground.
 - 2) Concrete mix for footing and concrete wall shall be 2,500 psi minimum, or if site mixed: 1 part Portland cement, 2 parts sand, 3 parts 1" rock with a maximum of 7 gallons of water per sack of cement.
 - 3) Reinforcing steel shall be deformed steel conforming to ASTM Specification A-615, Grade 40. Lap all steel 16".

- CONSTRUCTION NOTES**
- 1) EXCAVATE AND REMOVE EXISTING TO MEET THE LOT FINISH SURFACE ELEVATIONS AND SLOPES SHOWN.
 - 2) REMOVE EXISTING AND FURNISH AND INSTALL 3" ASPHALT CONCRETE OVER 6" CMB TO MEET FINISH SURFACE ELEVATIONS AND SLOPES SHOWN (±7,180 SF)
 - 3) INSTALL 8" WIDE RETAINING WALL PER DETAIL A (±155')
 - 4) REMOVE EXISTING AND INSTALL SIDEWALK (±380 SF)
 - 5) INSTALL FENCE POST SLEEVES IN RETAINING WALL PER MANUFACTURER'S SPECIFICATIONS
 - 6) INSTALL HANDRAIL PER APWA XXXX-XX (±75 LF)
- WORK MUST BE COMPLETED BY DECEMBER 9, 2020 PRIOR TO PALLET HOUSING INSTALLATION BY OTHERS.

L.A. COUNTY FUNDING AGREEMENT NOTIFICATION

"THE GRANTEE SHALL NOTIFY ITS EMPLOYEES, AND SHALL REQUIRE EACH SUBCONTRACTOR TO NOTIFY ITS EMPLOYEES, THAT THEY MAY BE ELIGIBLE FOR THE FEDERAL EARNED INCOME CREDIT UNDER THE FEDERAL INCOME TAX LAWS. SUCH NOTICE SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN INTERNAL REVENUE SERVICE NOTICE 1015."

SHEET 2



CITY OF REDONDO BEACH CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES DIVISION		
PALLET SHELTER TEMPORARY HOUSING 1521 Kingsdale Avenue Site Preparation Plan		
DRAWN DG	CHECKED AW	SCALE as noted
APPROVED BY ANDREW WINJE - CITY ENGINEER		DATE
PROJECT NO.	SHEET NO. OF SHEETS	DRAWING NO.



Proposal and Contract

Toro Enterprises, Inc.

P.O. Box 6285

Oxnard, CA. 93031

P: 805-483-4515

F: 805-483-2001

07/13/2022

www.toroenterprises.com

License No. 710580 A

CA DIR #1000002410

Toro Enterprises, Inc. Is an
Equal Opportunity Employer

QUOTE ***REVISED** REDONDO BEACH SEWER CONNECT

BID #12289R1

TO CITY OF REDONDO BEACH

415 DIAMOND ST.

REDONDO BEACH, CA

(310) 318-0661

Client #	Description	Quantity	U/M	Unit Price	Ext Price
1	MOBILIZE	1.000	EA	\$6,500.00	\$6,500.00
2	TRENCH SAFETY	1.000	EA	\$5,700.00	\$5,700.00
3	INSTALL 6-INCH CHIMNEY ON EXIST. SEWER	1.000	EA	\$27,200.00	\$27,200.00
4	6-INCH LATERAL FROM CHIMNEY (5' COVER)	3.000	EA	\$3,860.00	\$11,580.00
5	SEWER CLEAN-OUT	4.000	EA	\$2,000.00	\$8,000.00
Grand Total:					\$58,980.00

ESTIMATOR: SIMON JOHNSON

Date: _____ Accepted By: _____

Fuel & Lubricants Price Escalation:

Prices in Toro's bid for projects with high fuel & lubricants consumption (i.e. including but not limited to grading jobs) are based substantially on fuel & lubricants prices that were in effect on the date of Toro's final bid (**Base Price**). Due to extreme volatility in fuel & lubricants market, project Owner and/or General Contractor concur that by entering into Subcontract Agreement with Toro in this project, project

Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price escalation that occurred during the life of this project as stipulated herein:

- The contractual base prices for fuel & lubricants are the prices that were in effect on the date of Toro's final bid (**Base Price**).
- Toro shall absorb the initial 10% percent increase in fuel & lubricants prices above the **Base Price**.
- Project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price increase that exceeds the initial 10%.
- Reimbursement for fuel & lubricants price increase shall not include any markup for overhead and profit.
- The burden of proof to demonstrate fuel & lubricants price increase shall rest solely on Toro, and it shall consist of proving documented difference between fuel & lubricants prices on final bid date (**Base Price**) vs. prices at any given date during the life of the project, in which the price exceeds the **Base Price** plus 10%.
- Calculations of fuel & lubricants price increase shall be prepared and submitted by Toro to project Owner and/or General Contractor at the end of each month. Upon review and approval, project Owner and/or General Contractor shall issue an Add Change Order to reimburse Toro for the monthly increase in fuel & lubricants price.

Important Bid Note:

- A. Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials, for escalation that occurs between Toro's final bid date and final completion of the project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials rests solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.*
- B. In case that actual number of Mobilizations per specific discipline and/or phase exceed the number stipulated in Toro's Bid, then each additional mobilization for such discipline and/or phase shall be paid to Toro as an extra at unit price stipulated in the Bid. One continued operation per period in specific discipline and/or phase counts for one mobilization in that discipline and/or phase.*

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 8/13/2022
2. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
3. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE \$4,500.00 EACH
4. OWNER TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
5. CHIMNEY IS BID WITH 2500 PSI CONCRETE UNLESS SPECIFICALLY STATED ABOVE.
6. PRICING IS FOR ONLY THE ITEMS OUTLINED ABOVE. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS IS INCLUDED IN OUR SCOPE OF WORK.
7. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
8. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.

9. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
10. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
11. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
12. ENGINEERING, COMPACTION TEST, CONCRETE TESTING TO BE PROVIDED BY OTHERS.
13. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
14. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
15. PROTECTION OF OUR WORK AFTER INSTALLATION IS THE RESPONSIBILITY OF THE OWNER.
16. ALL UNIT PRICES ARE SUBJECT TO THE AVAILABILITY OF MATERIALS FROM LOCALLY APPROVED SUPPLIERS.
17. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
18. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.
19. ALL ASPHALT OR OIL BASED ITEMS ARE VALID FOR 30 DAYS ONLY.
20. IF WORK IS NOT COMPLETED BY 9/30/2022 PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. ANY WORK IN EXISTING ASPHALT OR HARDSCAPE.
2. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
3. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
4. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES
5. IMPORT FILL (ALL EXCAVATED MATERIAL TO BE USED FOR BACKFILL)
6. STRIPING, MARKING, AND SIGNAGE.
7. ANY AND ALL STRUCTURAL CONCRETE UNLESS STATED ABOVE.
8. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTATION.
9. COMPACTION TESTING
10. WEED KILL
11. PRIME COAT, SLURRY SEAL, FOG SEAL.
12. HAUL OFF (ALL EXCAVATED MATERIAL TO BE USED FOR BACKFILL, ANY EXCESS SOIL WILL BE LEFT ONSITE)
13. EROSION CONTROL
14. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
15. TORO ENTERPRISES, INC. ASSUMES NO RESPONSIBILITY FOR SETTLEMENT WITHIN THE LIMITS OF UTILITY TRENCHES DONE BY OTHERS.
16. BASE MATERIAL
17. TREETWELL FRAME AND GRATES
18. DEWATERING
19. SEWER BY-PASS
20. NOTIFICATIONS
21. LANDSCAPE RESTORATION
22. IRRIGATION RELOCATION
23. GATE TRACK FOOTING
24. INSTALLATION AND/OR RELOCATION AND/OR HANDLING OF TEMPORARY AND/OR PERMANENT FENCING OF ANY KIND. IN CASE OF ANY FENCING WORK DIRECTED BY OWNER OR GC, SUCH WORK WILL BE CONSIDERED AS EXTRA WORK, AND TORO SHALL BE PAID FOR IT ON T&M BASIS.



Administrative Report

N.2., File # 22-4473

Meeting Date: 8/9/2022

To: MAYOR AND CITY COUNCIL
From: CAMERON HARDING, COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION ON THE COORDINATION OF CITY VOLUNTEER OPPORTUNITIES

EXECUTIVE SUMMARY

The City Council's Strategic Plan includes an objective to develop a plan for coordinating the City's various volunteer groups. Currently, there are a number of volunteer opportunities throughout the City that would benefit from being organized and accessible through a single, centralized online portal. After assessing various volunteer management processes and consulting with other cities' volunteer coordinators, staff have developed a volunteer page on the City's website that provides comprehensive information related to volunteer service opportunities in the City. Offering a single online location for community members to find information on the City's varied volunteer activities is expected to improve accessibility and ultimately attract new volunteer interest.

BACKGROUND

In January 2022, the City Council completed a Strategic Plan that included specific objectives to be completed within six-months. One of these objectives was the development of a plan that would coordinate the City's various volunteer groups including a centralized and systematic approach to how volunteer opportunities are shared with the community.

Currently, the City provides volunteer opportunities across several departments including Community Services, Police, City Clerk, Library Services and Community Development. Each Department manages its own volunteers for specific roles through coordination with the Human Resources Department to ensure each volunteer is appropriately screened prior to service. In an effort to centralize the City's various volunteer opportunities, staff developed a volunteer page on the City's website that provides information regarding each department's volunteer opportunities, contact information for those seeking additional information, and clear expectations outlining the process for approval, including necessary background or medical screenings. This page can be accessed at www.redondo.org/volunteer <<http://www.redondo.org/volunteer>>.

In addition to volunteer opportunities within the City, the webpage includes a link to the Volunteer Match and LA Works websites, two databases that share upcoming events throughout Los Angeles County that are seeking volunteer assistance. These databases may be searched by zip code or keyword. Organizations on these sites include the California Native Plant Society, Boy and Girls Clubs and the American Cancer Society.

There are also several local non-profit organizations that regularly seek volunteer assistance for special events or projects. As part of the new Volunteer webpage, a section dedicated to volunteer opportunities with outside organizations has been created. A "Request to Post" form is now included to allow organizations to submit event information and methods by which volunteers can sign up to help at an upcoming event. Following review of the submission, staff will update the City's Volunteer page with the event information so that interested volunteers can see the volunteer opportunity and learn how to participate.

Lastly, a new email inbox has been created specifically for inquiries related to volunteering. Anyone with questions related to registering as a volunteer, attending specific events, or posting an event can contact staff using the volunteer@redondo.org <<mailto:volunteer@redondo.org>> email address.

Looking ahead, staff will continue to pursue avenues that further enhance the City's approach to volunteer coordination. Through an informal outreach to cities throughout Southern California, staff identified various ways to more effectively engage volunteers including development of a comprehensive volunteer manual that outlines volunteer opportunities, expectations and policies. Staff is also actively exploring software programs that would support a more robust volunteer program by automating application processes and providing volunteer-specific web portals for event scheduling and management.

COORDINATION

The Community Services Department coordinated with the City Manager's Office, City Clerk's Office, and the Police and Library Departments.

FISCAL IMPACT

There are no fiscal impacts associated with the development of the volunteer webpage. Staff will return if there are future budgetary considerations needed for the purchase of any recommended volunteer program software, services or support.

APPROVED BY:

Mike Witzansky, City Manager