

**AGENDA—REGULAR MEETING
REDONDO BEACH RECREATION AND PARKS COMMISSION
WEDNESDAY, JANUARY 12, 2011
REDONDO BEACH CITY COUNCIL CHAMBERS, 415 DIAMOND STREET, 7:00 P.M.**

CALL MEETING TO ORDER
ROLL CALL
SALUTE TO THE FLAG

A. PRESENTATIONS/ANNOUNCEMENTS

B. APPROVAL OF ORDER OF AGENDA

C. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion, are assigned to the Consent Calendar. The Chairperson or any member of the Commission 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" or "Member Items and Referrals to Staff" sections below. Those items remaining on the Consent Calendar will be approved in one motion following Oral Communications.

C1. Approve Affidavit of Posting of the Recreation and Parks Commission Meeting of January 12, 2011

C2. Approve Minutes of the Recreation and Parks Commission Meeting of November 10, 2010

C3. Strategic Plan Update

D. ORAL COMMUNICATIONS

Anyone wishing to address the Recreation and Parks Commission on any Consent Calendar item on the agenda which has not been pulled for discussion may do so at this time. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

E. EXCLUDED CONSENT CALENDAR ITEMS

F. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

G. ITEMS CONTINUED FROM PREVIOUS AGENDAS
None.

H. ITEMS FOR DISCUSSION PRIOR TO ACTION

H1. Mole B Development Master Plan

Staff recommends that the Recreation and Parks Commission receive and file the report and consultant services agreement with Hirsch & Associates for landscape architecture and design services for the Mole B Development Master Plan project that was approved by City Council on December 21, 2011.

CONTACT: Maggie Healy, Acting Recreation and Community Services Director

H2. Recreation and Community Services Department Move

Staff recommends that the Recreation and Parks Commission receive and file the report and lease agreement for the property at 1922 Artesia Boulevard as approved by City Council on January 4, 2011.

CONTACT: Maggie Healy, Acting Recreation and Community Services Director

H3. Seaside Lagoon Update

Staff recommends that the Recreation and Parks Commission receive and file the update on the Seaside Lagoon as presented to City Council on January 4, 2011.

CONTACT: Maggie Healy, Acting Recreation and Community Services Director

H4. Budget Calendar

Staff recommends that the Recreation and Parks Commission receive and file the 2011 Budget Calendar as approved by City Council on January 4, 2011.

CONTACT: Maggie Healy, Acting Recreation and Community Services Director

I. COMMISSIONER REFERRALS TO STAFF

Referrals to staff are service requests that will be entered in the City's Customer Service Center for action.

ADJOURNMENT

The next meeting of the Recreation and Parks Commission of the City of Redondo Beach will be held on March 9, 2011 in the City Council Chambers.

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

An Agenda Packet is available 24 hours a day at the Redondo Beach Police Department and at www.redondo.org under the City Clerk. Agenda packets are available during Library hours, at the Reference Desk at both the Redondo Beach Main Library and North Branch Library. During City Hall hours, Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the Recreation and Parks Commission regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street, Door C, Redondo Beach, California during normal business hours. In addition, such writings and documents will be posted, time permitting, on the City's website at www.redondo.org.

AFFIDAVIT OF POSTING

Margareet Wood declares:

I certify that I am over the age of 18 years and am employed at the City of Redondo Beach, 415 Diamond Street, Redondo Beach, California.

On January 7, 2011 at 12:00 p.m. I posted the following:

Notice of Regular Meeting of the Redondo Beach Recreation and Parks Commission scheduled for January 12, 2011

at Door A, City Hall, 415 Diamond Street, Redondo Beach.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 7, 2011 at Redondo Beach, California.

Margareet Wood

**MINUTES OF THE
REDONDO BEACH RECREATION AND PARKS COMMISSION MEETING
NOVEMBER 10, 2010**

CALL TO ORDER

A regular meeting of the Recreation and Parks Commission was called to order by Acting Chairperson Knight at 7:00 p.m. in the City Hall Council Chambers, 415 Diamond Street.

ROLL CALL

Commissioners Present: Geittmann, Knight, Lewis, Vangeloff
Commissioners Absent: Boston, Brunkhardt, Buchan
Officials Present: Maggie Healy, Acting Recreation and Community Services Director
Joe Lodinsky, Parks and Urban Forestry Manager
Mike Shay, Civil Engineer
Margaret Wood, Recording Secretary

SALUTE TO THE FLAG

Commissioner Geittmann led the members in the salute to the flag.

ANNOUNCEMENTS

Acting Director Healy announced the Veterans Memorial dedication and Veterans Day Tribute on November 11 at Veterans Park.

APPROVAL OF ORDER OF AGENDA

Motion by Commissioner Geittmann, seconded by Commissioner Lewis, to approve the order of agenda. Motion carried unanimously.

CONSENT CALENDAR ITEMS

- Approve affidavit of posting for the Recreation and Parks Commission meeting of November 10, 2010
- Approve minutes from the Recreation and Parks Commission special meeting of September 29, 2010

Motion by Commissioner Lewis, seconded by Commissioner Vangeloff, to approve the Consent Calendar. Motion carried unanimously.

ORAL COMMUNICATIONS

None.

EXCLUDED CONSENT CALENDAR ITEMS

None.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

ITEMS CONTINUED FROM PREVIOUS AGENDAS

None.

ITEMS FOR DISCUSSION PRIOR TO ACTION

Election of Officers

Acting Chairperson Knight opened nominations.

Motion by Commissioner Lewis, seconded by Commissioner Geittmann, to elect Commissioner Knight to the office of Chairperson. Motion carried unanimously.

Motion by Commissioner Geittmann, seconded by Chairperson Knight, to elect Commissioner Vangeloff to the office of Vice-Chairperson. Motion carried unanimously.

Council Adoption of Protocols for Commission Work

Acting Director Healy encouraged the members to review the Commission Roles, Responsibilities, and Rules of Conduct adopted September 21, 2010 by City Council.

Commissioner Vangeloff did not support the Commission Roles, Responsibilities, and Rules of Conduct. He felt the rules are rigid and unnecessary, and he questioned their origin. He opined that, due to the bimonthly meeting schedule, the determination to declare a commissioner's seat vacant if the commissioner has not attended regular meetings for a period of 60 days consecutively following the last regular meeting is problematic. He noted that recently a Harbor Commissioner and a Budget and Finance Commissioner resigned, citing frustration with obtaining information.

Commissioner Geittmann hoped that the Recreation and Parks Commission members continue to respect one another and continue to bring forward issues for open discussions.

Commissioner Lewis agreed that the bimonthly meeting schedule should be considered relative to the attendance requirement.

Motion by Commissioner Geittmann, seconded by Commissioner Lewis, to receive and file the Council Adoption of Protocols for Commission Work. Motion carried by the following vote:

Commissioner Geittmann – yes

Commissioner Lewis – yes

Chairperson Knight – yes

Commissioner Vangeloff- no

Adoption of Strategic Plan Six-Month Objectives

Acting Director Healy explained that these most recent objectives were adopted by City Council in October. She pointed out the Recreation and Community Services work projects: Conceptual Design for the Veterans Park Band Shell Replacement, Identify an Appropriate Location for a Potential Community Garden, and Conceptual Design for Rehabilitation of the Seaside Lagoon Restroom Building.

Motion by Commissioner Lewis, seconded by Chairperson Knight, to receive and file the Strategic Plan Six-Month Objectives. Motion carried unanimously.

Update on Seaside Lagoon NPDES Permit

Acting Director Healy recalled the problems with total suspended solids that caused the temporary closure of Seaside Lagoon and its reopening under a Time Schedule Order until September 2013 which allows for higher daily maximum discharge limits. She said that a new permit was issued in July 2010 which includes a provision for intake credits and allows the City to identify incoming pollutants; however a problem exists in the variability in metal and total suspended solids testing. She said that a two-year exclusion of metals limits has been allowed to conduct further studies. She said that the Seaside Lagoon Subcommittee expressed concern to the Los Angeles Regional Water Quality Control Board at a hearing on October 7 about the unreasonableness of the total suspended solids limits; and the Board imposed a reopener provision which applies to metals, total suspended solids, and intake credits, and allows for further testing and analysis by the City to be submitted by February 7, 2011. She said that upon recommendation from the City Attorney, a petition for review was filed at the Sacramento level and that a new order, effective November 6, requires the first report by March 1, 2011. She said that further information will be provided as it becomes available.

Mike Shay, Civil Engineer, answered that tests on influent and effluent Seaside Lagoon water was conducted in 2007 and throughout the past summer. He said the tests are conducted at 7 or 8 locations including inside the Seaside Lagoon, just outside Seaside Lagoon, and in the ocean. He said the testing produced widely varied results.

Motion by Commissioner Vangeloff, seconded by Commissioner Geittmann, to receive and file the Update on Seaside Lagoon NPDES Permit. Motion carried unanimously.

COMMISSIONER REFERRALS TO STAFF

Commissioner Geittmann appreciated the recent work at La Paz Parkette by Public Works Department staff members.

Commissioner Vangeloff inquired about funding to demolish the Anderson Park modular building, to which Acting Director Healy answered that the RFP was recently issued and the building will be demolished within the next three to six months.

Commissioner Vangeloff expressed disappointment that the recommendation from the Commission to address the installation of bike racks at City facilities was not included in the Strategic Plan. He questioned the status of bike rack installations in the City and recommended the development of a procedure for including bike racks in future park projects.

Chairperson Knight adjourned the meeting at 7:38 p.m.

Respectfully submitted,

Maggie Healy
Acting Recreation and Community Services
Director

CITY OF REDONDO BEACH

STRATEGIC OBJECTIVES

September 28, 2010 to March 1, 2011

ACM=Asst. City Manager FS = Financial Services HBT=Harbor, Business and Transit PW=Public Works RCS= Recreation and Community Services

THREE-YEAR GOAL: **IMPROVE FINANCIAL VIABILITY AND EXPAND ECONOMIC OPPORTUNITIES**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2010	City Council (Mayor Gin - lead), working with the City Manager	Recommend to the State Legislature and the League of California Cities suggestions for PERS reform.				
2. At the Dec. 7, 2010 City Council meeting	City Manager	Present to the City Council for action a lease for the Marine Ave. site.	X			Approved by City Council on November 23, 2010
3. At the Jan 18, 2010 City Council meeting	Planning Director, with Input from the Planning Commission	Present to the City Council for action an ordinance modifying the commercial parking standards and shared parking implementation.		X		Planning Commission held Public Hearing on 10/21; continued to 11/18
4. At the Jan. 18, 2011 City Council meeting	City Manager and ACM	Present to the City Council for action a labor relations strategy to better manage PERS costs and benefits.				
5. At the Jan. 18, 2011 City Council meeting	City Manager, working with the Artesia Blvd. Working Group	Complete and present to the City Council for action a strategic plan for Artesia Blvd.				
6. March 1, 2011	City Manager, working with an intern	Complete the Customer/Visitor Study Phase I of two phases and present the results to the City Council.				

7. March 1, 2011	Financial Services Dir.	Present recommendations to the City Council for action regarding the GASB 54 fund balance structure.		X		
8. March 1, 2011	Financial Services Dir., with assistance from the HBT Director	Convert the Transit Operations from a Special Revenue Fund to an Enterprise Fund.				
9. March 1, 2011	Mayor Gin and Council member Brand	Participate in the MLPA (Marine Life Protection Act) process and report the results to the City Council.				
10. March 1, 2011	Planning Director	Bring to the City Council for consideration revisions to the zoning code to streamline the permit process for personal improvement services (e.g., training, instruction, fitness).		X		

THREE-YEAR GOAL: IMPROVE PUBLIC FACILITIES AND INFRASTRUCTURE

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Oct. 5, 2010 City Council meeting	City Manager	Update the City Council on the status of negotiations with the Edison Co. on the use of Edison rights-of-way.	X			
2. At the Oct. 19, 2010 City Council meeting	City Engineer	Present to the City Council for action a recommendation to award a contract for construction of the Harbor Patrol facility.	X			Council awarded on 11/16/10.
3. Nov. 2, 2010	RCS Dir.	Present to the City Council for action a conceptual design for the Veterans Park bandshell replacement	X			Concept presented to Council on October 19 and approved.
4. At the Dec. 21, 2010 City Council meeting	City Engineer and Public Works Dir.	Recommend to the City Council for action the approval of plans and specifications for the installation of LED street lights.			X	Report scheduled for 12/21 Council meeting.
5. Dec. 21, 2010	City Engineer	Present to the City Council for action a Citywide Sewer Master Plan.			X	Update presentation scheduled for 12/21 Council meeting – full master plan to Council 03-01-11.
6. At the Dec. 21, 2010 City Council meeting	RCS Dir. and the City Engineer	Recommend to the City Council for action a design build agreement for construction of new RCS Dept. offices at Aviation Park.			X	Report scheduled for 12/21 Council meeting.
7. Dec. 15, 2010	City Engineer	Initiate construction of the Esplanade Streetscape Project.	X			Construction began November 29 th .
8. At the Jan. 4, 2011 City Council meeting	Public Works Dir.	Present to the City Council for action an agreement for the City's waste hauling and recycling services.			X	Revised from 12-21 to 01-04.
9. March 1, 2011	RCS Dir., working with the Public Works Dir.	Identify an appropriate location for a potential community garden and present the results to the City Council.		X		
FUTURE OBJECTIVE	Fire Chief, Public Works Dir. and RCS Dir.	Determine the feasibility of having privately funded barbecue areas in public parks and present the results to the City Council for direction.				

THREE-YEAR GOAL: INCREASE ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
Dec. 1, 2010	City Manager	Hire a new Assistant City Manager.	X			Mr. Peter Grant began 12/13/10.
Dec. 15, 2010	Financial Services Dir.	Implement the City's purchasing policies and procedures.		X		
At the Jan. 4, 2011 City Council meeting	City Manager, working with the Beach Cities Health District	Develop and present to the City Council for action a plan to implement and support the Vitality City Initiative.				
Feb. 1, 2011	Asst. City Manager and Sr. HR Analyst	Present to the City Manager for approval an updated Drug Free Workplace Policy.				
March 1, 2011	City Clerk, IT Dir. and City Engineer	Develop plans for Phase II of Council Chambers improvements for automation of the agenda process.				
FUTURE OBJECTIVE	Financial Services Dir., with input from the Budget Finance Commission	Review the purchasing limits in the City Charter and make recommendations to the City Council for direction.				
FUTURE OBJECTIVE	Executive Team (City Manager – lead), working with high-performing organizations (e.g., Disney, Apple, Cities of Anaheim and Irvine)	Develop and present to the City Council an interagency best practices exchange program to consult with the city on organizational effectiveness and efficiency.				

THREE-YEAR GOAL: MAINTAIN A HIGH LEVEL OF PUBLIC SAFETY

WHEN	WHO	WHAT	STATUS	COMMENTS
			DONE IN PROGRESS	REVISSED
1. At the Nov. 23, 2010 City Council meeting	Fire Chief and City Attorney (co-leads), City Engineer, RSD Dir.	Present to the City council a report on the city's pipeline ordinance compliance issues and related safety concerns.	X	Completed on Nov. 23. Presented update to City Council.
2. At the Dec. 7, 2010 City Council meeting	Planning Dir., working with the Police Chief and City Attorney	Present to the City Council for action a massage services and acupressure services moratorium.	X	
3. At the Feb. 15, 2010 City Council meeting	Police Chief -lead, Public Works Dir., IT Dir.	Purchase patrol vehicles according to the Vehicle Replace- ment Schedule and install electronics and computer technology.	X	Revised to February 15, 2010 due to arrival of patrol car component parts lagging.
4. At the Jan. 11, 2011 City Council meeting	Police Chief -- lead, Fire Chief, City Attorney, Planning Dir.	Review and recommend changes to the city's Municipal Code for action regarding how entertainment permit security bonds are assessed and drawn down for repeated calls for service.		
5. March 1, 2011	Planning Dir., working with the Police Chief and City Attorney	Present to the City Council for action an ordinance updating the city's property maintenance ordinances (e.g., relating to vacant lots, vacant business and abandoned buildings).	X	
6. March 1, 2011	Fire Chief	Assist with the re-evaluation of the city's fire insurance rating that is performed by the U.S. Fire Administration Insurance Services Office Director and report the results to the City Council.	X	Initial meeting with ISO evaluation team completed. Process to take approx 4-5 months. FD staff compiling information.

THREE-YEAR GOAL: VITALIZE THE HARBOR & PIER AREAS

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the Dec. 7, 2010 City Council meeting	RCS Dir. and City Engineer	Present to the City Council for action the conceptual design for rehabilitation of the Season Lagoon restroom building.	X			
2. At the Dec. 21, 2010 City Council meeting	City Manager working with stakeholders	Report to the City Council on the Mole B master planning process.		X		RFP to Council for award
3. Feb. 1, 2011	HBT Dir.	Report to the City Council the status of Parcel 10 (octagonal building on the waterfront).				
4. Feb. 1, 2011	Fire Chief – lead, HBT Dir., City Engineer	Update the City Council on the Coastal Marinas Permit regarding water quality in the harbor.	X			Staff report update provided to City Council on 10/19/10
5. Feb. 1, 2011	City Engineer	Provide to the City Council a comprehensive report on water quality-requirements and the city's progress on meeting local, state and federal standards, including suggested goals from the Water Quality Task Force.				
6. March 1, 2011	HBT Dir.- lead, RCS Dir., Financial Services Dir., City Engineer	Update the City Council on implementation, key action items and goals of the Harbor Business Plan.				
7. March 1, 2011	Asst. City Mgr – lead, HBT Dir., in consultation with stakeholders	Identify potential locations for the development of a boat launch ramp.				



Administrative Report

Council Action Date: December 21, 2010

To: MAYOR AND CITY COUNCIL
From: STEVE HUANG, CITY ENGINEER/CHIEF BUILDING OFFICIAL
Subject: MOLE B DEVELOPMENT MASTER PLAN – AWARD CONSULTING AGREEMENT FOR DESIGN SERVICES

RECOMMENDATION

- 1) Adopt by 4/5ths vote and by title only a resolution of the of the City Council of the City of Redondo Beach, California, appropriating \$20,000 in available Harbor Tidelands Funds to the Mole B Development Master Plan project, Job No. 70520, and
- 2) Approve consultant services agreement with Hirsch & Associates, Inc. for landscape architecture and design services for the Mole B Development Master Plan project, Job No. 70520, in the amount of \$25,620 plus up to \$3,000 in reimbursable expenses, and authorize the Mayor to execute the appropriate documents.

EXECUTIVE SUMMARY

On November 16, 2010, the City Council approved the Mole B Development Master Plan Request for Proposals (RFP). The Harbor, Business and Transit and Engineering & Building Services Departments recommend that the City enter into a contract with Hirsch & Associates, Inc. as a consultant for the CIP project. The total cost of services is not to exceed \$28,620 and includes data collection, community meetings, conceptual design of landscape, parking, signage and facility components, cost estimate for implementation, and a final Park Master Plan.

The FY 2010-2011 Capital Budget includes \$10,000 in Harbor Tidelands funds for the project. In order to award the consultant contract, an additional \$20,000 in Harbor Tidelands funds must be appropriated through the adoption of a budget modification resolution.

BACKGROUND

Mole B is the land mass area located at the west end of Marina Way created to protect the water area adjacent to King Harbor Marina. It is also home to the Redondo Beach Harbor Patrol Headquarters, a County Life Guard station, the 1.64 acre park commonly known as Moonstone Park; and, the Lanikila and Nahoia outrigger canoe clubs. Moonstone Park - the area designated for development of a master plan - is primarily used for passive recreation and includes minimal amenities.

On July 6, 2010, the City Council approved a timetable for the development of a master plan for King Harbor Mole B (Mole B). Milestones completed from July through September 2010, include the Mole B Stakeholders Workshop with City Manager; and, Harbor and Recreation & Parks Commissions' discussion and feedback on master planning process options and potential

guiding design principles. The City Council received and filed the Harbor and Recreation & Parks Commissions' feedback and stakeholder comments regarding master planning options and potential guiding design principles on September 21, 2010.

Feedback from the Harbor and Recreation & Parks Commissions and comments from Mole B Stakeholders were used in the development of the Guiding Principles, which were approved by the City Council on October 19, 2010. The Guiding Principles are consistent with the Harbor Guiding Principles adopted by the City Council in March 2006.

On November 16, 2010, the City Council approved the Mole B Development Master Plan Request for Proposals (RFP). The Mole B Guiding Design Principles, comments from Mole B stakeholders, and feedback from the Harbor and Recreation & Parks Commissions were incorporated into the RFP package.

Consultant Search and Selection

On November 18, the Engineering and Building Services Department, in coordination with the Harbor, Business and Transit Department, sent out the RFP to nine firms. In response to requests, nine additional RFPs were distributed. The RFP included background on the project and a detailed scope of work to complete a Final Master Plan.

Three firms chose to submit proposals for consideration. The proposals were evaluated by a Selection Committee comprised of representatives from Harbor, Business & Transit, Recreation, Planning, Engineering, and Public Works. The Selection Committee determined the highest-ranking firms on the basis of the content and quality of the proposal submitted. The review criteria included, but were not limited to: overall qualification of the firm, prior related experience and success in park projects, technical ability, qualifications of design team, public participation experience, schedule, and quality of proposal materials and graphics. Two firms were invited to make oral presentations to the Selection Committee.

Oral presentations were heard in the Planning Conference Room. Each team was allowed 15 minutes for a presentation, followed by an additional 15 minutes of questions from the Committee.

Prior to further refining the list, the Selection Committee checked references, and discussed results of the presentations. After review of proposals and interviews, staff recommends Hirsch & Associates, Inc. (HAI) and their team for landscape architecture and urban design services. Engineering expertise will be provided by subconsultant Reedcorp Engineering.

The high quality and depth of talented professionals amongst the candidates made the selection process extremely difficult. Nonetheless, HAI prepared an excellent proposal and presentation in response to the RFP. The Selection Committee was impressed with HAI's variety of public projects and experience in leading community discussion as plans are developed. Additionally, HAI has had experience working with the Coastal Commission. Success on past projects includes: Rotary Centennial Park, Long Beach; Roxbury Memorial Park, Beverly Hills; and Master Plan of Five Parks, Pico Rivera. They understand the need to tailor plans to the City's needs, budget and unique community identity. HAI conveyed creativity and thoughtful preparation in the presentation.

December 21, 2010

Scope of Work/Terms of Contract

The RFP included a detailed description of the Scope of Work. As stated in the RFP and scope of services in the proposed contract (attached), staff envisions that HAI will be involved not only in design and preparation of the Park Master Plan, but will also be a lead in the public participation component.

HAI agrees to the timeframe for completion of tasks that is included in the RFP and includes City Council review and action on a final Mole B Development Master Plan on May 3, 2010.

COORDINATION

The Harbor, Business & Transit and Engineering and Building Services Departments corroborated in the development of the RFP. The proposals were reviewed by representatives from Harbor, Business & Transit, Recreation, Planning, Engineering, and Public Works. The contract and resolution were completed and approved as to form by the City Attorney's Office.

FISCAL IMPACT

The City Council included an appropriation of \$10,000 for this project in the FY 2010-11 CIP budget. The attached resolution appropriates an additional \$20,000 from the Tidelands fund.

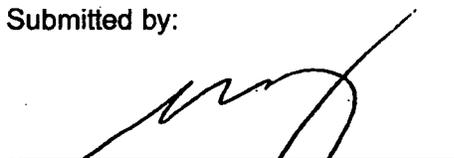
Revenue

Harbor Tidelands Fund	<u>\$30,000</u>
Total	\$30,000

Expenditures

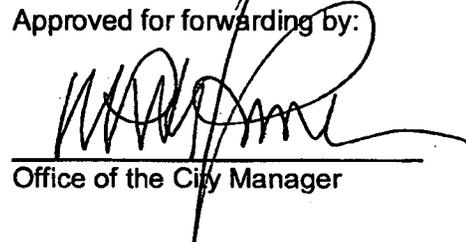
Hirsch & Associates, Inc.	\$25,620
HAI (Reimbursables)	3,000
Contingency	<u>1,380</u>
Total	\$30,000

Submitted by:



Steve Huang
City Engineer/Chief Building Official

Approved for forwarding by:



Office of the City Manager

blindahl

Attachments:

- Budget Modification Resolution
- Contract with Hirsch & Associates, Inc.
- Proposal from Hirsch & Associates, Inc.

RESOLUTION NO. CC-1012-409

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$20,000 OF HARBOR TIDELANDS FUNDS TO THE MOLE B DEVELOPMENT MASTER PLAN PROJECT, JOB NO. 70520 AND AUTHORIZING A BUDGET MODIFICATION FOR FISCAL YEAR 2010-2011.

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

WHEREAS, the City's adopted budget needs to be modified to appropriate additional funds to Capital Improvement Projects;

WHEREAS, on June 22, 2010, the City Council adopted the FY 2010-2011 Capital Improvement Projects budget that included \$10,000 in Harbor Tidelands funding for the Mole B Development Master Plan Project, Job No. 70520;

WHEREAS, the City has solicited proposals to complete the Mole B Development Master Plan Project, Job No. 70520 and requires \$20,000 in additional Harbor Tidelands Funds; and

WHEREAS; there are sufficient unappropriated funds available in the Harbor Tidelands Fund.

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 2010-2011 and the amounts required to meet conditions which have arisen during the budget year, require a modification in the budget appropriations; and, upon recommendation of the City Manager, the budget appropriation as adopted for Fiscal Year 2010-2011 is modified as follows:

Appropriate \$20,000 in Harbor Tidelands Funds to the Mole B Development Master Plan Project, Job No. 70520.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2010-2011 in accordance with the above modifications.

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

PASSED, APPROVED AND ADOPTED this 21st day of December, 2010.

Mike Gin, Mayor

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1012-409 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of December, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND HIRSCH & ASSOCIATES, INC. (LANDSCAPE ARCHITECTS)**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach ("City") and Hirsch & Associates, Inc. (Landscape Architects), a California corporation ("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 Consultant, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibits "A" and "A-1".
- B. 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".
- C. Compensation. City agrees to pay Consultant 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, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written change order providing for such compensation for extra work shall be negotiated between the City and Consultant and executed by Consultant and the appropriate City official.

In the event City determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council as long as a written appeal is submitted to the City Manager within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination.

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 termination by City, 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. Consultant may terminate this Agreement upon default by the City which is not cured within 30 days following written notice to the City stating the basis of such default.
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 fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising, directly or indirectly, out of Consultant's negligence, recklessness, or willful misconduct in the performance of work hereunder 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 to the extent such loss or damage was caused by the negligence, recklessness, or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
15. Insurance. See Exhibit "D." Insurance requirements set forth in Exhibit "D" 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, non-discrimination laws and prevailing wage 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 instrument 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.
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. **Federal Funding.** In the event any portion of the consideration to be paid to Consultant shall be derived from federal sources, Consultant shall comply with all federal nondiscrimination regulations, which are herein incorporated by reference and made a part of this Contract.
34. **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.
35. **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.

36. 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 ____ day of _____, 2010.

CITY OF REDONDO BEACH

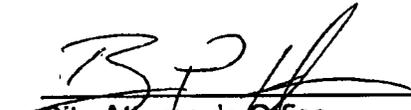
HIRSCH & ASSOCIATES, INC.
(LANDSCAPE ARCHITECTS)

Mayor

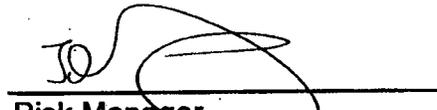
By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED:



City Attorney's Office



Risk Manager

ATTEST:

City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2010.

CITY OF REDONDO BEACH

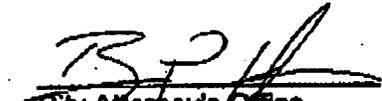
HIRSCH & ASSOCIATES, INC.
(LANDSCAPE ARCHITECTS)

Mayor

By: 
Name: PATRICK L. HIRSCH
Title: PRESIDENT

APPROVED AS TO FORM:

APPROVED:


City Attorney's Office


Risk Manager

ATTEST:

City Clerk

EXHIBIT "A"

PROJECT DESCRIPTION OR SCOPE OF SERVICES

A. Project Description:

The City Council has approved Guiding Design Principles for the project as follows:

1. Plan the site recognizing the unique features of the property's waterfront setting.
2. Plan the site using the adopted Harbor/Pier vintage design standards.
3. Plan the site in a manner protecting the safety of users.
4. Plan the site for public recreation park improvements appropriately scaled to the small size of the property.
5. Plan the site for sustainable landscape improvements enhancing the site's appearance, controlling water runoff and maximizing the views.
6. Plan the site for conformance with water quality and environmental protection standards.
7. Plan the site for safe ocean water ingress, egress and transit for small boats.
8. Plan the site for public parking appropriately scaled to the small size of the property.
9. Plan the site for defined boating related storage and support facilities appropriately scaled to the small size of the property.
10. Plan the site for improved utilities service.
11. Plan the site recognizing the primacy of access, parking and location of the adjacent harbor patrol and lifeguard facilities.
12. Plan the site recognizing the opportunities and constraints with the adjacent lease hold property.
13. Plan the site with identification and wayfinding signage to improve public knowledge of and direction to Moonstone Park.
14. Plan the site in a manner that minimizes resources required for public maintenance and operations.

15. Plan the site consistent with the California Coastal Commission and State Lands Commission planning requirements.

B. Scope of Services to Be Provided by Consultant [check applicable boxes]:

Preliminary Studies and Reports

General Project Management

- Conferences with Agency Representatives
- Coordination with Utilities and Other Agencies
- Develop Project Schedules

Survey Services and Topographic Maps

- For Design
- For Construction
- For Property Acquisition

Soils Investigation and Reports

Preparation of Plans, Specifications, Estimates, and Contract Documents

Quantity and Type of Documents Required

Assistance Required During Bid and Award Process

Assistance Required During Construction

Preparation of "As-Built" Drawings

Employment and Payment of Other Consultants

Participation in Hearings, Meetings and Conferences

Other [attach additional sheets if necessary]: See Attached Tasks a-m.

2.02 SCOPE OF WORK

The following tasks have been identified:

- a. Gather all project site documentation, drawings, and plans for existing improvements and infrastructure from Engineering and Building Services Department and other sources as required.

Deliverable: None.

- b. Conduct field investigation to inventory and verify existing site conditions. Photograph site as necessary. Evaluate all site data, establish limitations and opportunities for site development.

Deliverable: Summary memo and photo boards.

- c. Hold a meeting with Mole B Stakeholders for input on facilities, design and uses; may require day and evening meetings to maximize Stakeholder participation.

Deliverable: Meeting minutes.

- d. Meet with City Design team to review site analysis and finalize project needs and objectives.

Deliverable: Draft Report of site analysis and project need objectives.

- e. Prepare conceptual drawings for the project, including site plan, landscape plan, parking plan and signage plan; and prepare economic analysis of potential site development and identify potential site capital improvements.

Deliverable: Design sketches.

- f. Prepare preliminary cost estimate.

Deliverable: Cost Estimate.

- g. Present and discuss conceptual design of the project at one (1) Stakeholder meeting.

Deliverable: Meeting minutes.

- h. Meet with City Design team to review community input, conceptual drawings and cost estimates. Make revisions as necessary.

Deliverable: Summary of meeting.

- i. Prepare draft Master Plan.
Deliverable: Draft Master Plan, one full set of colored renderings/ presentation drawings of the conceptual design, and revised cost estimate.

- j. Present the project design to City Harbor Commission for review and feedback on proposed Master Plan.
Deliverable: Meeting reports.

- k. Present the project design to City Recreation & Parks Commission for review and feedback on proposed Master Plan.
Deliverable: Meeting reports.

- l. Presentation to City Council on Harbor Commission and Recreation & Parks Commission feedback on proposed Mole B Master Plan and recommended final Master Plan.
Deliverable: Final Master Plan.

- m. City Council consideration and action on Mole B Capital Improvement Project Job No. 70520.

EXHIBIT "A-1"

SERVICES TO BE PROVIDED BY CITY

- Provide Available Record Information and Applicable Data
 - Provide Access to Public and Private Lands
 - Provide Title Reports, Appraisals, Deeds and Negotiate for Land Acquisition
 - Arrange for Advertising and Bid Opening
 - Provide Design Standards or Construction Details to be Followed
 - Soils Investigations and Reports
 - Assist in Review of Bids
 - Handle Award of Construction Contract, Prepare and Execute the Construction Agreement
 - Supervise and Provide Construction Inspection
 - Provide a Project Engineer
 - Assist with "As-Built" Plans
 - Obtain Environmental Clearances
 - Survey Services [check one of the following]:
 - For Design
 - For Construction
 - For Property Acquisition
 - Employment and Payment of Other Consultants.
 - Provide for Appropriate Hearings
- Other [attach additional sheets if necessary]:
-
-

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

<u>DUE DATE</u>	<u>ITEM</u>
12/21/10	Award contract
12/28/10	Notice to Proceed
1/18/11	Stakeholder input meeting
4/1/11	Consultant team complete proposed Master Plan
4/11/11	Harbor Commission review and feedback on consultant proposed Master Plan
4/13/11	Recreation & Parks Commission review and feedback on consultant proposed Master Plan
5/3/11	City Council receipt of Harbor Commission and Recreation & Parks Commission feedback on proposed Mole B Master Plan
5/3/11	City Council review and action on final Mole B Master Plan
6/21/11	City Council consideration and action on Mole B Capital Improvement Project Job No. 70520 for FY 2011-16 CIP

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below [check applicable boxes]. Invoices, if required, must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City; Consultant may be required to provide back-up material upon request.

A. Amount

Fixed Fee of \$ _____.

Consultant's costs plus fixed fee.

Hourly rate of _____, but in no event shall the total cost exceed \$ _____ without prior written approval from the City Manager, City Engineer, Director of Planning or Harbor Director, as applicable.

Hourly rate of _____ plus the cost of Consultant's materials, but in no event shall the total cost exceed \$ _____ without prior written approval from the City Manager, City Engineer, Director of Planning or Harbor, Business & Transit Director, as applicable.

Attached Fee Schedule

By task [attach schedule], but in no event shall the total cost exceed \$25,620 without prior written approval from the City Manager who shall have the authority to increase this amount by no more than \$5,000.

Other [attach additional sheets if necessary]: Reimbursable costs of document reproduction, plotting, printing, delivery and messenger services at invoice cost plus 10% and not to exceed \$3000.

B. Schedule for Payment

Full payment by _____, provided that the work has been completed to the City's reasonable satisfaction.

30 days after completion of services to the City's reasonable satisfaction.

[Specify number] monthly installments of equal amounts, provided that work is proceeding to the City's reasonable satisfaction.

X Monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the following amount: \$ [none unless specified].

— Monthly in arrears based upon task completed to City's satisfaction. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payment for each task shall not exceed the following amount: \$ [none unless specified].

— Quarterly installments of equal amounts, provided that work is proceeding to the City's reasonable satisfaction

— Quarterly in arrears based upon the time spent during the previous quarter for which an invoice shall be submitted. City agrees to pay Consultant within thirty (30) days of receipt of quarterly invoices; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the following amount: \$ [none unless specified].

— End of phases [attach additional sheets]

— Other [attach additional sheets if necessary]:



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Brad Lindahl
Capital Projects Manager
City of Redondo Beach
415 Diamond Street, Door E
Redondo Beach, CA 90277

December 2, 2010

Proposal – Mole B Development Master Plan

Professional Fees

Professional fees for services stated include all costs for general overhead, profit, telephone, clerical and incidental expenses not separately requested by City. Professional fees are good for a period of no less than 60 days from date of proposal.

Master Plan Preparation – Fees based on provided scope of work in RFP

Site Survey.....	\$4,500.00
Scope of Work A & B.....	\$2,720.00
Scope of Work C	
Meeting Allocation 2 @\$600/Ea	\$1,200.00
Scope of Work D	
Meeting Allocation 1 @\$600/Ea	\$600.00
Scope of Work E & F	\$10,200.00
Scope of Work G	
Meeting Allocation 1 @\$600/Ea	\$600.00
Scope of Work H	
Meeting Allocation 1 @\$600/Ea	\$600.00
Scope of Work I	\$3,400.00
Scope of Work J, K & L	
Meeting Allocation 3 @\$600/Ea	\$1,800.00

Reimbursable Expenses

Printing Allowance.....\$3,000.00

Not to Exceed **\$28,620.00**

C-1012-107

Project hourly fees contract design & additional services

Professional fees are based on a project as outlined within the scope of work. If the scope of work, construction budget or scope of services are increased or changed at the request of the City, Hirsch & Associates shall receive compensation based on additional hours worked at the hourly rates stated below, or an agreed upon negotiated fee. The City prior to performance of such services will approve additional services and costs in writing.

Landscape Architect	\$130/hr
Engineer	\$130/hr
Director of Projects	\$90/hr
Associate	\$85/hr
Senior Project Manager	\$80/hr
Project Manager	\$75/hr
Technical Staff	\$55/hr
Clerical	\$55/hr
Project Meetings	\$600/ea
Council/Commission Meetings	\$600/ea
Travel	55 cents/mi
Reproduction / Printing	Cost Plus 10%

The price breakdown for in-house plotting/printing of each original sheet requested by the Client is as follows:

	<u>8 1/2 x 11</u>	<u>11 x 17</u>	<u>24 x 36</u>	<u>30 x 42</u>
Black & White	\$0.50	\$1.50	\$6.00	\$9.00
Color	\$2.00	\$4.00	\$65.00	\$91.00

Reimbursable Expenses

All plotting, printing, blueprinting and photographic reproductions including special overnight deliveries (other than US Postal Service) requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates Inc. E-mail of plans to City or City selected Reprographics Company will be at no cost to City.

Respectfully submitted this day December 2, 2010,



Charles Foley Vice President
Landscape Architect #5567, ASLA

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.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Waiver of Subrogation Clause and Contribution for all coverage and policies.

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/location.

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.

Errors and Omissions liability: \$1,000,000 per occurrence.

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 are to 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 are to 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.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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 is to 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 are to 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.

Sub-consultants

Consultant shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. 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

OP ID: JG

DATE (MM/DD/YYYY)

12/10/10

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

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

PRODUCER Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727	909-890-9707 909-890-9237	CONTACT NAME: Patty Chacon PHONE (A/C, No, Ext): 909-890-9707 FAX (A/C, No): 909-890-9237 E-MAIL ADDRESS: pchacon@unickelinsurance.com PRODUCER CUSTOMER ID#: HIRSC-1
INSURED Hirsch & Associates, Inc. 2221 E. Winston Rd. # A & B Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travlrs Prop Cas Co of America	NAIC # 25674
	INSURER B: Travlrs Cas Ins Co of America	25674
	INSURER C: Aspen Specialty Insurance	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	680-5251L600	10/08/10	10/08/11	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 6,000
	<input checked="" type="checkbox"/> Hired Auto					PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> Non-Owned Auto					GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/PROP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY	X				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
<input type="checkbox"/> NON-OWNED AUTOS	\$					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	UB-6683Y33-4-10	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		LBX313110	12/12/10	12/12/11	Ech Claim 1,000,000
						Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 *Except 10 day notice of cancellation for non payment of premium. The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. Waiver of Subrogation also applies to General Liability per attached endorsement.

CERTIFICATE HOLDER

REDONDO

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

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **WHO IS AN INSURED (Section II)** is amended to include any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b. If the injury or damage arises out of the performance, by you or your subcontractor, of "your work" to which the "contract or agreement requiring insurance" applies. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in that "contract or agreement requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.
3. The following is added to Paragraph a. of 4. **Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional 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 additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

4. The following is added to Paragraph 6. **Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

5. As respects the insurance provided to the additional insured by this endorsement, the following definition is added to **DEFINITIONS (Section V)**:

COMMERCIAL GENERAL LIABILITY

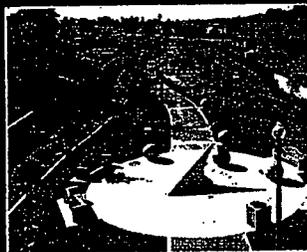
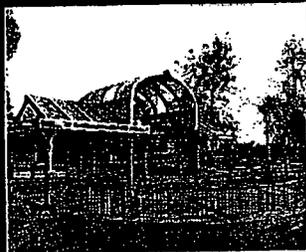
"contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

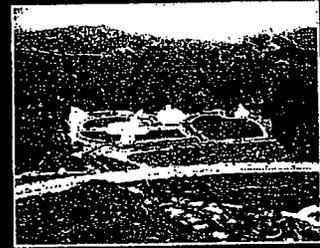
All other terms of your policy remain the same.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING



PROPOSAL - MOLE B DEVELOPMENT MASTER PLAN, CITY OF REDONDO BEACH



*Creating Award Winning Parks & Recreational
facilities for over 50 years*

2221 E. Winston Road, Suite A, Anaheim, CA 92806 Phone 714.776.4340 Fax 714.776.4395 www.hailandarch.com LA # 1710



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Brad Lindahl
Capital Projects Manager
City of Redondo Beach
415 Diamond Street, Door E
Redondo Beach, CA 90277

December 2, 2010

Proposal – Mole B Development Master Plan

Dear Mr. Lindahl,

Hirsch & Associates, Inc. (HAI) is celebrating our thirty third year in business and is very pleased to present our proposal for services related to the above referenced project. We have reviewed the request for proposal and visited the site, coupled with our diverse project experience allows a thorough understanding of the scope and design work required to provide a complete and successful project.

Mr. Patrick L. Hirsch, President of Hirsch & Associates, Inc, will provide personal service and attention to the City of Redondo Beach. Mr. Hirsch will have direct and continuous responsibility in all matters dealing with planning and design. I, Mr. Charles E. Foley, Vice President and Director of Projects for Hirsch & Associates will direct our in-house design staff, sub consultants, conduct meetings and attend City design meetings. The remainder of the project team is listed below. HAI has worked with the sub consultants on a continuous basis for over 12 years.

Digital Mapping Company
Reedcorp Engineering

Site Survey
Electrical Engineering

We appreciate the opportunity to submit our proposal. Thank you for the time and effort extended in reviewing our proposal and please do not hesitate to call should you have any questions.

Sincerely,

Charles Foley
Vice President
Landscape Architect #5567, ASLA

STATEMENT OF QUALIFICATIONS

PROJECT DIVERSITY

Parks & Recreation

Regional Parks
Community Parks
Neighborhood Parks
Special Facilities
Special Use Facilities
Mini Parks

Municipal

Civic Centers
Redevelopment Projects
Landscape Standards & Guidelines
Landscape Plan Check Services
Public Plazas & Fountains

Institutional

School & Campuses
Correctional Facilities
Justice & Police Facilities
Hospital Landscape Planning & Design

Commercial

Commercial Power Centers
Office & Business Parks

Specialty

Fountains
Water Features

Residential

Planned Communities
Single Family Housing
Model Homes
Apartment Complexes

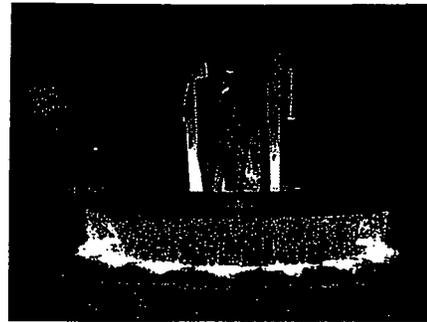
Transportation

Streetscapes
Freeway Landscape Design
City Monumentation
Project Monumentation

Firm Description

Hirsch & Associates, Inc. a California corporation founded in 1977 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner.

The knowledge gained on a wide range of projects allows the professional staff of Hirsch & Associates, Inc. to provide each client with the experience and understanding of the decision making process, design parameters, construction standards, water conservation requirements and current maintenance practices. This experience equates to well-conceived projects that exceed expectations.



Department of Water & Power Fountain,
City of Burbank



McCambridge Park, City of Burbank



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

2221 EAST WINSTON ROAD, SUITE A

ANAHEIM, CALIFORNIA 92806

714-776-4340 FAX 714-776-4395

WWW.HAILANDARCH.COM ASLA

SERVICES

LANDSCAPE ARCHITECTURE

Capabilities

In the capacity of primary consultant or development team member, our professional staff and affiliates are capable of providing complete landscape architecture, architecture, planning and engineering services.

Services

Water Harvesting	Recycled Water Irrigation Design
Park Master Planning	Conceptual Studies
Feasibility Studies	Community Workshops
Community Outreach	Sports Complex Design
Tennis Centers	Soccer Facilities
Plazas	Fountains
Water Features	Group Picnic Areas
Children's Play Areas	Gazebos
Memorials	Monument Signs
Slope Planting	Planting Design
Cost Estimating	Project Management
Construction Administration	Project Bidding
Low Impact Development	Sustainable Site Drainage Planning
ADA Retrofit	

Approach

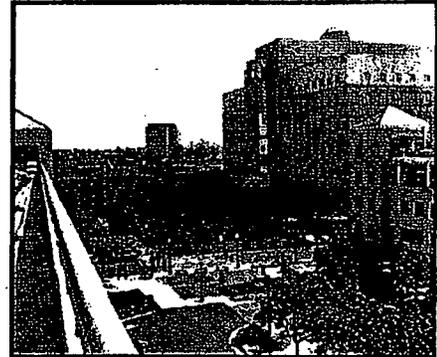
Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Hirsch & Associates, Inc. understands the many and varied responsibilities and pressures placed upon our clients through the design and development process. Accurate design and quick response from highly qualified professional staff members is hallmark to the services we provide. Long term client relationship is our ultimate goal.

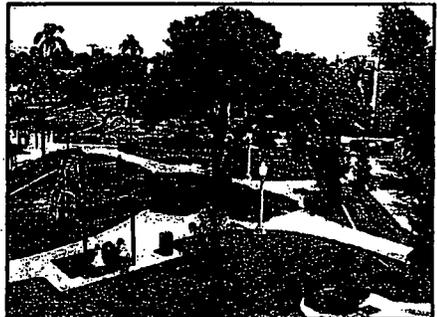
All plans and communications are computer generated, and all consultant team members are connected via the Internet, so data transfer is quick and efficient. We can interface our services with our clients in the same manner, if so desired.



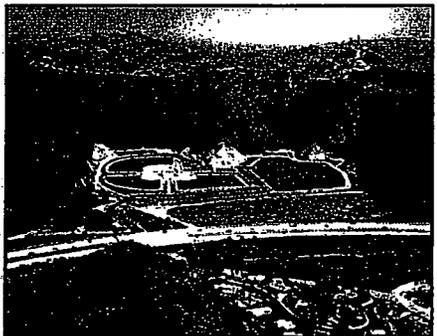
Cerritos Towne Center, City of Cerritos



Betty Lou Lamoreaux Juvenile Justice & Family Probate Facility, County of Orange



Plaza Park, City of Fullerton



Glendale Sports Complex, City of Glendale



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

**SERVICES
CONTINUED**

Philosophy

Planning, designing and building a project to meet today's needs is an all encompassing challenge. The practice of landscape architecture has become an integrated team effort, carefully considering the needs and desires of the people who live, work and play within the projects we design. As landscape architects and planners, we have a responsibility to the general public to create the best possible environment. The knowledge to design this environment is obtained from two sources, our past experience; which help us provide practical and timely designs within budget restraints, and our vision of the future; which gives our designs life and meaning that will grow beyond the present.

Affiliates Services

Architecture

Community Buildings
Gymnasiums
Restroom Buildings

Administration Buildings
Picnic Shelters
Concession Buildings

Engineering

Civil
Structural
Environmental

Electrical
Mechanical
Sports Lighting

Construction Administration

Construction Review
Document Processing
Project Management

Value Engineering
Project Bidding
Construction Inspections

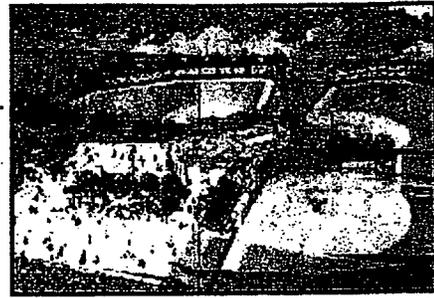
Insurance Information

Hirsch & Associates, Inc. maintains the following insurance coverage limits may be increased upon request:

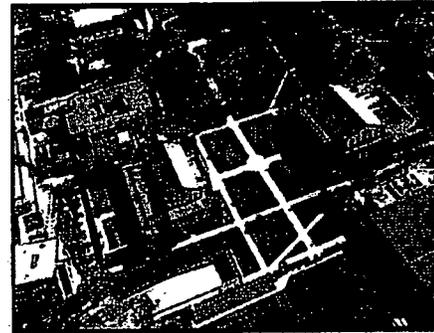
General & Automobile Liability
Travelers
Limit: \$2 Million

Professional Liability
U.S. Specialty
Limit: \$1 Million

Worker's Compensation
Travelers
Limit: \$1 Million



Jurupa Valley Sports Park,
County of Riverside



Janss Plaza,
University of California, Los Angeles



Central Park, City of La Palma



Louie Pompei Memorial Park, City of Glendora



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

FIRM PROFILE

CHARLES E. FOLEY
VICE PRESIDENT
DIRECTOR OF PROJECTS

Education

Landscape Architecture, BS
California State Polytechnic University,
Pomona, California

Registration

Registered Landscape Architect, California #5567

Experience

Mr. Foley joined Hirsch & Associates, Inc. in 1996 and has increased his capacity with the firm to his present position of Vice President. He is responsible for the design and development of a wide range of projects for both public and private development including Commercial/Retail Centers, Master Planned Residential Community Development, Specialty projects such as Memorials and Water Features as well as Park and Recreation design. Mr. Foley is responsible for client contract negotiations, oversight of staff and project consultants, delivery of product to clients as well as client relations.

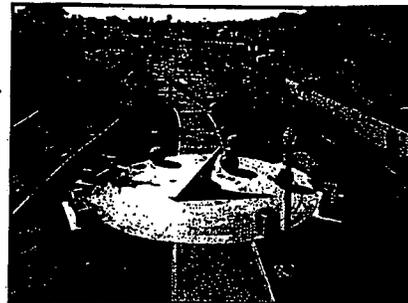
Mr. Foley has proven his design capabilities and project management with award winning projects for both public and private sectors. Recent awards include two Awards of Excellence in 2005 for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park from the California Park and Recreation Society. In 2004 Cesar Chavez Park, City of Pomona won an Award of Excellence and the Creating Community Award of Distinction, presented by the California Parks and Recreation Society.

Professional Responsibilities

Project Management
Client Contact & Development
Marketing
Project Production
Construction Document Preparation
Construction Support
Community Workshops
Public Meetings
Presentations

Affiliations

American Society of Landscape Architects
California Park & Recreation Society



Rotary Centennial Park, City of Long Beach



Packwood Creek, Visalia



Cesar Chavez Park, City of Pomona



Beach Master Plan, City of Long Beach

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

PATRICK L. HIRSCH

PRESIDENT & CHIEF EXECUTIVE OFFICER

Education

Engineering & Design Technology
Pensacola College, Pensacola FL

Horticulture
Fullerton College, Fullerton CA

Registration

Registered Landscape Architect, California #1710

Registered Landscape Architect, Arizona #70647

Experience

Mr. Hirsch has over 34 years of professional experience in the practice of landscape architecture and is recognized as leading professional in the field of municipal park design, sports facility design, streetscapes, commercial retail landscape design and redevelopment landscape projects. Professional dedication is exemplified by Mr. Hirsch's service to the State Board of Landscape Architects in the capacity of examination committee member and co-author of the irrigation design problem for the California section of the Uniform National Examination.

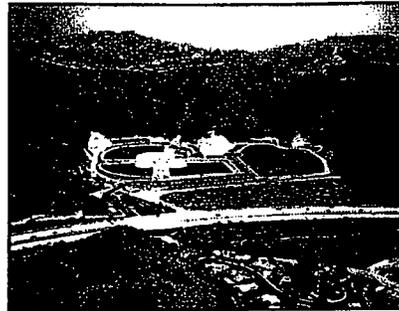
Mr. Hirsch is a current member of the American Society of Landscape Architects and past director of the American Institute of Landscape Architects. Through his involvement with the California Park & Recreation Society, Mr. Hirsch served as instructor for the Park Design Course of the Pacific Southwest Maintenance Management School, a capacity which he served from 1990 to 1998. As the founding principal of Hirsch and Associates, Inc., Mr. Hirsch's continuing involvement and responsibilities are directed to client contact, public relations, orchestrating public meetings and presentations.

Military Service

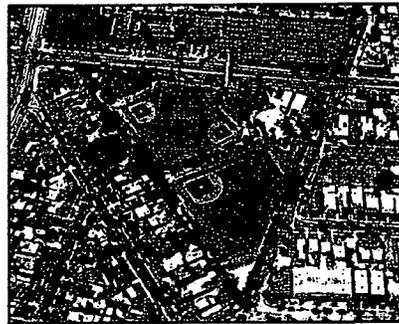
United States Navy (1968 to 1972)
Vietnam Service Medal with Two Bronze Stars

Affiliations

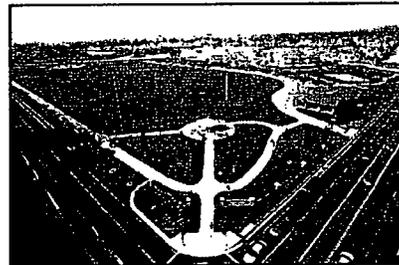
American Society of Landscape Architects
State Board of Landscape Architects
California Park & Recreation Society
California Landscape Contractors Association
National Park & Recreation Society



Glendale Sports Complex, City of Glendale



La Cienega Park, City of Beverly Hills



Grijalva Community Park, City of Orange



Loule Pompel Memorial Park, City of Glendora



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

FIRM PROFILE

REFERENCES

Mr. Steve Zoet, Director
Parks & Recreation Department
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
(310) 285-2533

Ms. Jan Bartolo, Deputy Director
Parks and Recreation Department
City of Burbank
301 E. Olive Avenue
Burbank, CA 91502
(818) 238-5315

Mr. Darren Madkin
Assistant City Manager
City of Perris
101 N. D Street
Perris, CA 92750
(951) 943-6100

Mr. Phil Hester, Director
Parks, Recreation and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815
(562) 570-3120

Mr. Mark Chase
Parks & Maintenance Director
1425 S. Bon View Avenue
Ontario, CA 91761
(909) 395-2625

Mr. Ralph Aranda
Director Parks & Recreation
City of Pico Rivera
6767 Passons Blvd.
Pico Rivera, CA 90660
562-801-4429

Mr. Hal Arbogast
Director of Public Works
City of Cerritos
Cerritos, CA 90703
(562) 916-1228

Mr. Hugo Curiel
Parks Department Project Manager
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832
(714) 773-5798

FIRM PROFILE



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

ROXBURY MEMORIAL PARK MASTER PLAN, BEVERLY HILLS CA

Client

City of Beverly Hills, California

Contact

Steve Zoet, Director
Recreation & Parks Division
(310) 285-2533

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Architect *The Albert Group* Electrical Engineer
Reedcorp Engineering

Cost Estimating *Cummings Associates* Civil Engineer
Blue Peak

Project Status

Master Planning - Completed June 2008
Design Development - Completed February 2009
Construction Document complete Spring 2011

Project Cost

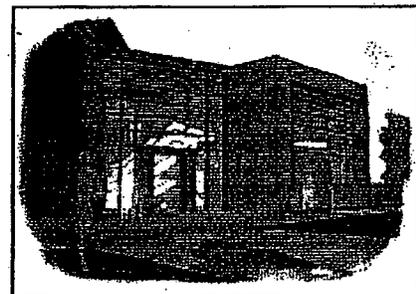
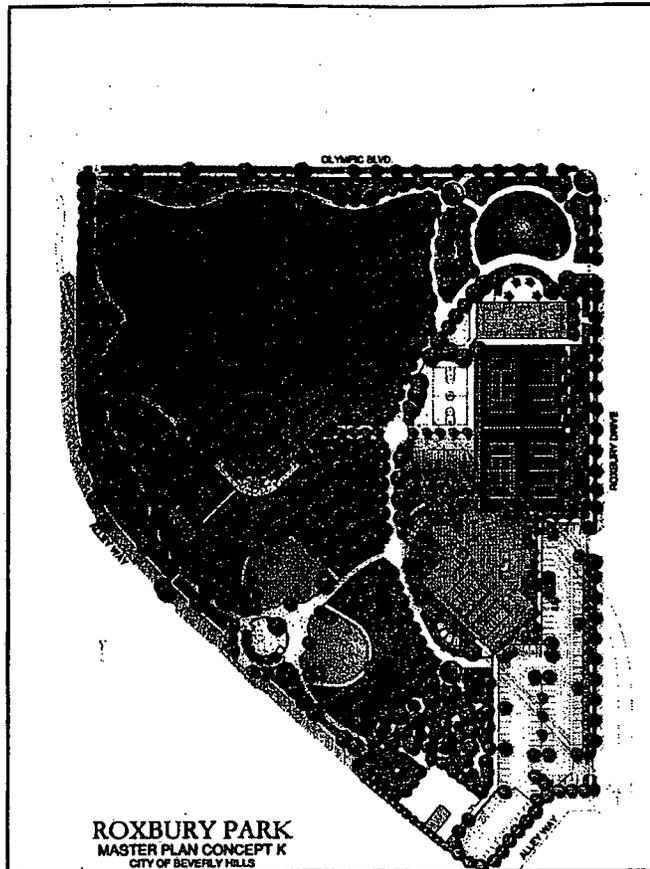
\$28 Million

Project Size

13.5-acres

Project Description

The City of Beverly Hills commissioned Hirsch & Associates, Inc. to prepare a master plan and report for Roxbury Memorial Park. The primary purpose of the park master plan was to focus on the recreational needs and interests of the residents and sports organizations, along with any park maintenance issues as they relate to the park. The recommended park improvements include a Baseball Field, Soccer Field, (2) Universally Accessible Play Areas, 26,000 sf Community Center/Gymnasium, (4) Tennis Courts, 6,000 sf Day Care Center, Water Conservation/Water Harvesting Storm Retention and Rain Garden, and Demonstration/Botanical Garden.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

MASTER PLAN OF FIVE PARKS, PICO RIVERA CA

Client

City of Pico Rivera, California

Contact

Mr. Ralph Aranda, Director
Recreation & Community Services Dept.
(562) 801-4430

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Project Status

City Budgeting/Funding

Project Cost

\$20 Million

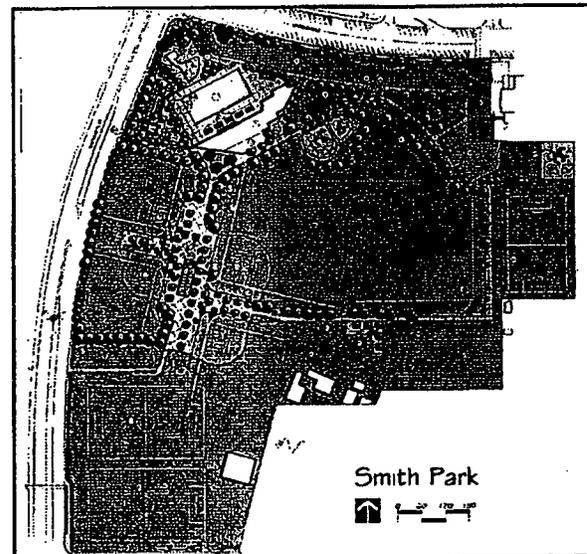
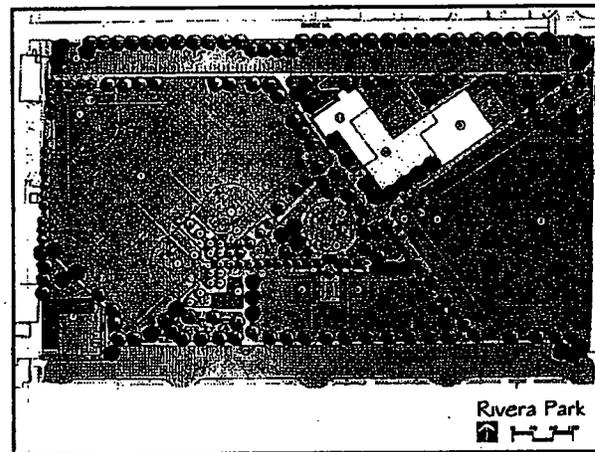
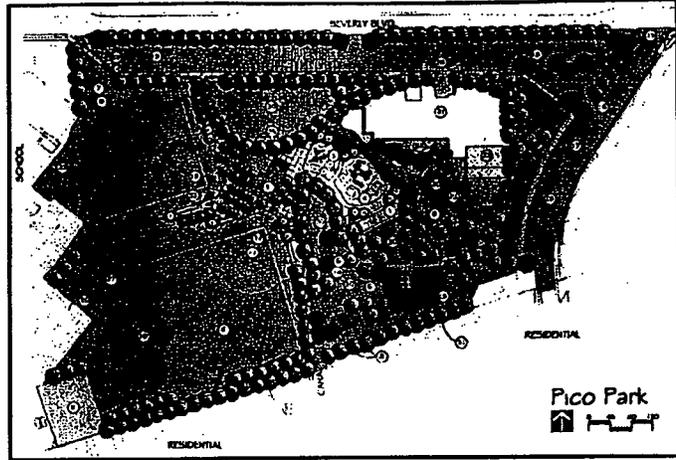
Project Size

52-acres

Project Description

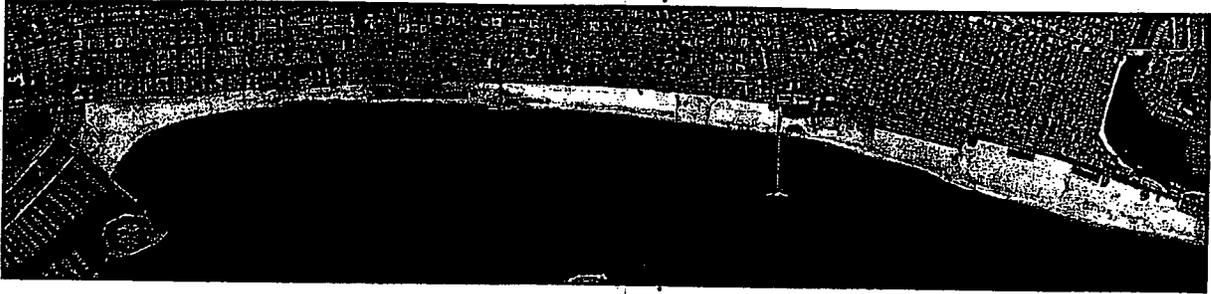
Upon incorporation in 1958, the City of Pico Rivera took possession of and started to manage the existing Los Angeles County parks within the city's boundaries. Over the years, facilities have been added to the parks to meet community needs, but today many park facilities appear tired and outdated. The City wished to bring a contemporary look to the parks, address any unmet needs and make the parks more maintenance effective and efficient.

Hirsch & Associates, Inc.'s scope of work encompassed preparing a comprehensive Master Plan for Pico, Rio Vista, Rivera, Smith and Streamland Parks, which included a site inventory and analysis, recommendations of contemporary uses, future maintenance recommendations, addressing parking and circulation for current and proposed uses, identifying park improvements that will better meet the needs of the community and organizations using the parks, as well as a five-year phasing plan and cost estimate for recommended improvements.



BEACH PLAN

LONG BEACH CA



Client

City of Long Beach, California

Contact

Ms. Anna Mendiola
(562) 570-3165

Consultants

Landscape Architect (Prime Consultant)
Hirsch & Associates, Inc.

Consultant Cost

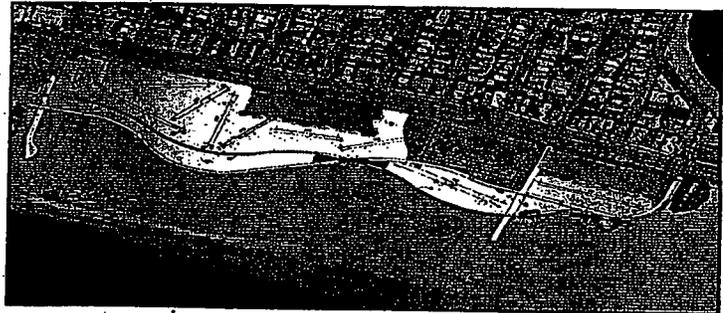
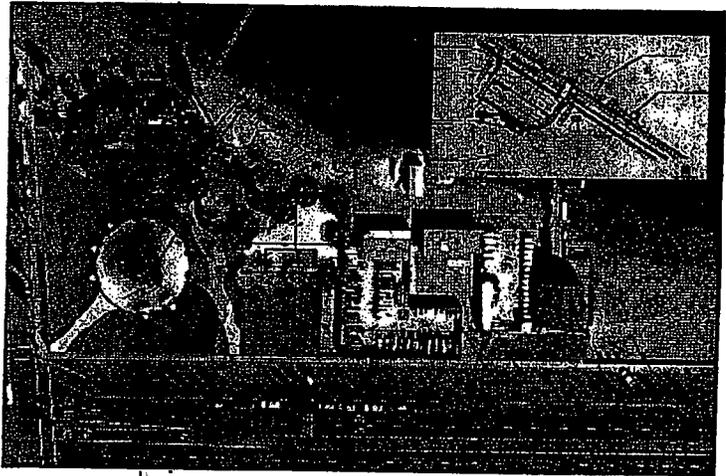
\$230,000

Consultant Cost

\$38.5 Million

Project Status

Planning Process Completion Spring 2009



COMMUNITY PARKS

Project Description

The City of Long Beach wishes to transform its waterfront Parks and Beaches into a Regional resource for recreation. To do this, the City has identified 28 projects along the frontage located between Shoreline Drive to the west and 55th place at Alamitos Peninsula to the east. Projects include new pedestrian paths, alternate recreation activities on the beach, soccer, Frisbee golf, exercise stations, play areas, new lifeguard station, new parking lot and parking lot upgrades, establishment of sand dune habitat, active sport locations, beach identification signage, etc. Hirsch & Associates, Inc. is the lead Consultant providing Master planning of all of the projects to create a unified waterfront.



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING



Administrative Report

Council Action Date: January 4, 2011

To: MAYOR AND CITY COUNCIL

**From: MAGGIE HEALY, ACTING RECREATION & COMMUNITY SERVICES
DIRECTOR**

**Subject: RELOCATION OF RECREATION & COMMUNITY SERVICES
DEPARTMENT**

RECOMMENDATION

- 1) Authorize the relocation of the Recreation & Community Services Department to 1922 Artesia Boulevard; and,
- 2) Affirm the approval of the lease agreement between the City of Redondo Beach and John Chuka for the property at 1922 Artesia Boulevard in Redondo Beach.

EXECUTIVE SUMMARY

In December 2009 the City Council directed staff to proceed with the relocation of the Recreation & Community Services Department (R&CS) from its current location at Knob Hill to a new site to be constructed at Aviation Park.

As concepts for the modular structure were being finalized, the opportunity to lease the 1922 Artesia Boulevard property was presented. The Artesia Boulevard property is a highly desirable location for the City's Recreation & Community Services Department due to its adjacency to the North Branch Library, the ample parking, and size of the building (8,400 square feet). The site will provide a convenient location for customers to obtain services including class registration, senior services, housing assistance and Community Development Block Grant services. In addition, the site is large enough to include a police sub-station.

Negotiations with the landlord were successful and the agreement is ready for final execution. Key terms of the agreement are:

- Term: Nine years commencing on January 1, 2011, with option to lease for two additional terms of five years each.
- Monthly rent: \$17,400/month, with 1.8% annual increases.
- 3-month Rent Credit (\$52,200) for tenant improvements.

January 4, 2011

- Owner improvements including roof repairs, new restroom, curb ramp and fire suppression system upgrade to be completed by March 31, 2011.

The Recreation & Community Services Department plans to relocate to the new facility no later than June 30, 2011.

BACKGROUND

R&CS is currently housed on the campus of the former Patterson School, located at 320 Knob Hill in South Redondo Beach. The City leases the property from the Redondo Beach Unified School District on a month to month basis for the total annual sum of \$302,328. Since 2007, the City's attempts to negotiate a more permanent arrangement for the RCS Department failed. On December 15, 2009, the City Council directed staff to proceed with the relocation of RCS to the Aviation Park site. Conceptual design of a modular structure was in process and relocation was scheduled to occur in June 2011.

In October, staff became aware of the availability of the building on 1922 Artesia Boulevard for lease. The former long-term tenant, "The Cotton Shop" closed its doors as of December 31, 2010. The building is 8,400 square feet, with 30 parking spaces and easy access from both Artesia Blvd. and Green Lane.

The Recreation & Community Services Department plans to relocate to the new facility no later than June 30, 2011. Staff anticipates plans and specifications for interior remodel of the building will be ready for Council review in March 2011.

COORDINATION

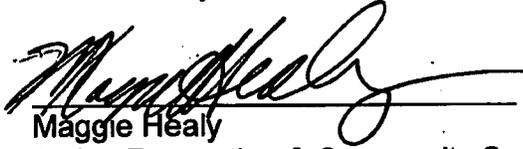
Recreation & Community Services Department coordinated with the City Manager's Office, City Attorney's Office, Planning Department and Engineering & Building Services to prepare the agreement and this report. The City Attorney's Office approved the Agreement as to form.

FISCAL IMPACT

At the monthly lease rate of \$17,400, beginning January 1, 2011, with three months credit for tenant improvements, the first year cost of the lease will be \$156,600. With 1.8% increases over each of the subsequent years, the lease cost is \$1,968,136 over the nine year initial term of the lease. Site improvements and moving costs are estimated to cost \$307,000 which can be financed internally or through Government Capital Corporation at a rate of 5% or less.

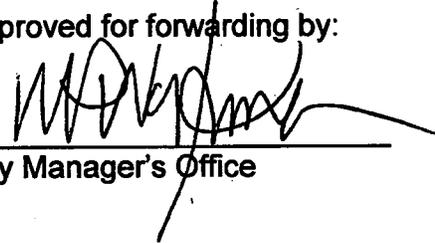
January 4, 2011

Submitted by:



Maggie Healy
Acting Recreation & Community Services
Director

Approved for forwarding by:



City Manager's Office

Attachment:

- Lease Agreement between John Chuka and City of Redondo Beach

LEASE AGREEMENT

between

JOHN CHUKA

and

**THE CITY OF REDONDO BEACH,
A CHARTERED MUNICIPAL CORPORATION**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 1st day of January, 2011, between John Chuka, an individual ("Lessor") and The City of Redondo Beach, a chartered municipal corporation ("Lessee").

Article 1 Lease of Premises

1.1 Grant of Lease. Lessor leases the Premises (as that term is defined in Section 1) to Lessee, and Lessee leases the Premises from Lessor, according to the terms and conditions of this lease agreement (the "Lease").

1.2 Definition of Premises. The Premises consists of the real property and improvements located at and commonly known as 1922 Artesia Boulevard, Redondo Beach, California. The Premises include all of the improvements, as well as the heating, ventilating, air conditioning systems, mechanical, electrical, and plumbing systems serving the Premises. Lessor represents and warrants that the Premises is structurally sound without any latent defects. Notwithstanding the foregoing, Lessor agrees to complete certain repairs on the Premises as more specifically described in Exhibit "A" of this Lease, such repairs to be completed to the reasonable satisfaction of Lessee on or before March 31, 2011. Lessor further represents and warrants that except as specifically described on Exhibit "B" of this Lease, the Premises is in compliance with all applicable federal, state, and local laws or regulations, including without limitation any building, zoning, land use, health, or safety codes currently in effect. Lessor agrees to correct all deficiencies listed on Exhibit "B" on or before March 31, 2011.

1.3 Acceptance of Premises. Upon delivery of the Premises, Lessee shall verify that the Premises and the improvements thereon are being delivered in clean and good condition.

Article 2 Term

2.1 Term. The term of this Lease will be nine (9) years, commencing on January 1, 2011, and ending on December 31, 2019.

2.2 Option to Renew. Lessee shall have the right to renew this Lease for two (2) additional terms of five (5) years each. At least ninety (90) days prior to the end of the initial term or the first renewal term, as applicable, Lessee shall notify Lessor in writing of its intent to renew this Lease for the next consecutive term.

Article 3
Rent

3.1 Monthly Rent. Lessee will pay Lessor rent for the Premises in the amount of Seventeen Thousand Four Hundred Dollars (\$17,400) per month (the "Rent") on or before the first (1st) day of each month during the term of this Lease. The Rent will be paid in advance at the address specified by Lessor in Section 22.3 or such other place as Lessor designates.

3.2 Increases to Rent. On January 1st of each year during the term of this Lease or any extension thereof, beginning on January 1, 2012 (each an "Adjustment Date"), the initial Rent as provided in Section 3.1 shall be increased by one and eight-tenths percent (1.8%).

3.3 Late Fee. In the event that the Rent is not paid by the 10th day of the month, then in addition to the Rent, a late fee equal to three percent (3%) of the amount due shall be paid to Lessor.

3.4 Holdover. In the event that Lessee holds over beyond the rental term or any extension thereof, the rent shall be one hundred twenty five percent (125%) of the Rent then in effect.

3.5 Tenant Improvements and Rent Credit. Lessee agrees to complete improvements to the Premises as more specifically described in Exhibit "C" attached hereto. In consideration for such improvements, Lessee shall receive Fifty Two Thousand Two Hundred Dollars (\$52,200) from Lessor in the form of a complete rental credit for the three (3) installments of Rent otherwise due and payable by Lessee on February 1, 2011, March 1, 2011 and April 1, 2011 (such installments are deemed to have been paid-in-full by Lessee).

Article 4
Taxes and Assessments

4.1 Property Taxes. Lessor will pay all property taxes and assessments, including, without limitation, real estate property taxes, and any and all utility, city, or county assessments, for any purpose, assessed, levied, confirmed, or imposed during the term of this lease, whether or not now customary or within the contemplation of Lessor and Lessee.

4.2 Other Taxes. Lessee will be obligated to pay all personal property taxes, and any and all local, state, or federal taxes assessed against Lessee in connection with its operations on the Premises. If any of Lessee's said property or improvements to the Lessor's property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

4.3 Right to Contest Taxes. Lessor and Lessee shall each have the right to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith, only after paying the tax or posting such security as may be required in order to protect the Premises against loss or forfeiture. Upon the termination of those proceedings, Lessor or Lessee, whichever is the challenging party, will pay the amount of the tax or part of the tax as finally determined, the payment of which may have been deferred during the prosecution of the proceedings, together with any costs, fees, interest, penalties, or other related liabilities.

**Article 5
Utilities**

5.1 Utilities. Lessee will pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the term, including without limitation any hook-up fees or deposits and any penalties for discontinued or interrupted service. Lessor represents and warrants that all of the building systems for supplying water, gas, electricity, light, heat, air conditioning, telephone, power, or any other utility are in good working condition and are adequate for the permitted use. Lessee shall be responsible for the cost of utility improvements required by Lessee for any expansion of the operation of its operations. To the extent that the Lessor is billed directly for any of the above utilities, the Lessee shall reimburse Lessor on a monthly basis upon presentation by the Lessor of an invoice for said utility.

**Article 6
Insurance**

6.1 "All-Risk" Coverage. Lessor will, at its sole expense, obtain and keep in force, during the term of the Lease, a policy of fire and "all-risk" insurance coverage for the property and all buildings and improvements now or after this date located on the Premises. At no time shall the amount of the insurance be less than the fair market value of the buildings and improvements. Lessee will, at its sole expense, obtain and keep in force, during the term of the Lease, a policy of fire and "all-risk" insurance covering the full replacement cost for Lessee's alterations and personal property, including without limitation equipment, furniture, and trade fixtures located on the Premises.

6.2 General Liability. Lessee will, at its sole expense, obtain and keep in force during the term of this lease commercial general liability insurance with a combined single limit of not less than \$1,000,000 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Lessee, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises.

12/21/2010 09:31 700344010

6.3 Self-Insurance by Lessee. In lieu of the insurance required to be maintained by Lessee in Sections 6.1 and 6.2 above, Lessee may provide Lessor with evidence of self-insurance coverage acceptable to Lessor in its reasonable discretion.

6.4 Waiver. Lessor and Lessee waive all rights to recover against each other or against any the officials, employees, agents, customers, invitees, or business visitors of each of them, for any loss or damage arising from any cause covered by any insurance actually carried by each of them. Lessor and Lessee will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the building or the Premises or the contents of either of them.

Article 7 Use

7.1 Permitted Use. The Premises may be used for any lawful purposes ("Permitted Use").

7.2 Permits/Licenses. Lessee shall keep any and all permits and licenses required by any federal, state, or local authority, in connection with its use of the Premises, in good standing at all times during the term of this Lease.

7.3 Covenants of Lessee. Lessee covenants that it shall not commit waste or create a nuisance with respect to its use of the Premises. Lessee shall further use its reasonable best efforts not to disturb the tenants of neighboring properties.

Article 8 Compliance with Environmental Laws

8.1 Definitions. The following terms will be defined as follows:

(a) Environmental Laws. As used in this Lease, the term "Environmental Laws" shall include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which regulate or relate to (i) the protection or clean-up of the environment; (ii) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (iii) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (iv) the preservation or protection of waterways, groundwater, or drinking water; (v) the health and safety of persons or property; or (vi) impose liability with respect to any of the foregoing.

(b) Hazardous Materials. As used in this Lease, the term "Hazardous Materials" shall include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant, under any Environmental Law.

8.2 Lessee's Obligations. During the term of this Lease, Lessee shall at all times comply with all Environmental Laws applicable to its use and occupancy of the Premises and shall not use or store any Hazardous Materials on the Premises in violation of any Environmental Laws.

8.3 Lessor's Representations and Warranties. Lessor represents and warrants to Lessee that (a) no unresolved notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending or threatened by any governmental or other entity or any other party with respect to any alleged violation of any Environmental Laws at the Premises or with respect to any Hazardous Materials at, on, in, under or emanating from the Premises; and (b) Lessor will comply with all Environmental Laws applicable to its ownership of the Premises during the term of the Lease.

8.4 Notice. Lessee and Lessor will immediately notify the other party and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws.

8.5 Environmental Indemnity. Lessor and Lessee agree to following indemnities, both of which shall survive termination of the Lease. This indemnity shall govern over the general indemnity contained in Article 17.

(a) Indemnity of Lessee. Lessee agrees to indemnify, defend, and hold Lessor and Lessor's successors and assigns free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor or any of them in connection with or arising from any breach of Lessee's obligations under Section 8.2 above.

(b) Indemnity of Lessor. Lessor agrees to indemnify, defend, and hold Lessee and Lessee's successors and assigns free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Lessee or any of them in connection with or arising from (i) any breach of Lessor's representations, warranties or obligations under Section 8.3 above, (ii) any other violation by Lessor of any Environmental Law with respect to the Premises arising prior to the commencement date of this Lease, (iii) any preexisting PCBs or asbestos-contained materials present at the Premises, and (iv) any underground storage tanks at the Premises.

Article 9
Assignments and Liens

9.1 Assignment. Lessee shall not assign this lease in whole or in part, nor sublease all or part of the Premises, without Lessor's prior written consent. Lessor agrees that said consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing restrictions, Lessee shall be permitted, without the consent of Lessor, to sublease portions of the Premises to other government entities or non-profit groups affiliated with or working in cooperation with Lessee.

9.2 Lease Mortgage. Lessee shall not encumber, assign, transfer or mortgage its interest in this Lease without the consent of the Lessor.

9.3 Subordination of Lease. Lessee agrees that it shall subordinate the Lease to all existing mortgages on the Property and any renewals, modifications, consolidations, and replacements of the underlying mortgages and shall attorn to the holders thereof, provided, however, that the holder of such mortgages agrees in writing that it shall not disturb Lessee's occupancy of the Premises pursuant to this Lease or the quiet enjoyment thereof. Lessee agrees to execute estoppel letters and/or subordination and non-disturbance agreements with standard and customary terms within thirty (30) business days following the written request of Lessor.

Article 10
Signs

10.1 Signage. Lessee may install signs on the Premises in accordance with all applicable local statutes, laws, ordinances, and codes.

Article 11
Repairs and Maintenance

11.1 Maintenance and Repairs.

(a) Obligations of Lessee. Lessee shall, at Lessee's expense, maintain, repair and replace, and keep in good and safe condition, all portions of the Premises not required to be maintained, repaired or replaced by Lessor as provided in Section 11.1(b). Lessee shall further be responsible for providing routine maintenance for the landscaping, provided that such maintenance shall not include the repair or replacement of irrigation systems.

(b) Obligations of Lessor. Lessor shall, at Lessor's expense, maintain, repair and replace, and keep in a good and safe condition (i) the roof, foundation, exterior walls, doors and windows and all structural components of the Premises; (ii) the plumbing, electrical wiring and systems, heating, ventilating and air conditioning systems; (iii) parking areas, driveways and sidewalks; and (iv) all utility lines, wires, systems, conduits and facilities up to the point where the same enter the exterior walls of the Premises. The foregoing obligations of Lessor shall not

apply to any damage to the Premises arising as a result of the willful action or gross negligence of Lessee, its employees, agents, invitees or assigns, the repair or restoration of which shall be the sole responsibility of Lessee.

(c) Failure of Obligations. If either party fails to make repairs, restorations, or replacements which are its obligation, or firm arrangements for commencement of same, within fifteen (15) days after a request therefore by the other party, the party making such request may make the repair, restoration or replacement at the expense of the responsible party and such expense will be collectible from the responsible party within fifteen (15) days after delivery of a statement for the expense.

11.2 Compliance with Codes. Lessor shall be responsible for maintaining the Premises at all times in compliance with all applicable federal, state, and local laws or regulations, including without limitation any building, zoning, land use, health, or safety codes currently in effect or hereinafter adopted.

Article 12 Alterations

12.1 Alterations and Improvements. Lessee shall not make any additions, alterations or improvements to the Premises without the written consent of Lessor. Notwithstanding the foregoing, Lessor agrees that it shall not unreasonably withhold such consent with respect to any alterations, additions, or improvements to the Premises provided that any such alteration, addition, or improvement:

- (a) does not change the general character of the Premises, or reduce the fair market value of the Premises below its fair market value prior to the alteration, addition, or improvement;
- (b) is made with due diligence, in a good and workmanlike manner, and in compliance with the laws, ordinances, orders, rules, regulations, certificates of occupancy, or other governmental requirements;
- (c) is promptly and fully paid for by Lessee; and
- (d) to the extent any such alteration or improvement is not removable by Lessee, it shall become the property of the Lessor upon the termination of this Lease.

Article 13
Surrender of Leased Premises

13.1 Surrender. Upon the termination of the Lease, Lessee will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Lessee is not then in default, Lessee may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Lessee, whether or not the trade fixtures or equipment are fastened to the Premises. Lessee will fully repair any damage occasioned by the removal of any trade fixtures, equipment, or furniture.

Article 14
Damage and Destruction

14.1 Damage and Destruction. The damage or destruction of all or any part of the Premises which materially impairs the use of the Premises shall result in the termination of the Lease at the option of the Lessee. If the Lessee does not terminate the Lease, the obligation to pay Rent shall be abated until the Lessor has restored the Premises to the condition existing prior to the event of damage or destruction. If the building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonable estimated by Lessor, will equal or exceed 60% of the replacement value of the building, just prior to the occurrence of the damage, then Lessor may, no later than the fifteenth (15th) day following the damage, give Lessee a notice of election to terminate the Lease. In the event of such election this Lease shall be deemed to terminate as of the date of the damage or destruction, and Lessee shall surrender the premises within a reasonable time thereafter, and any pre-paid rent shall be refunded proportionally.

Article 15
Parking

15.1 Parking. Lessee shall have the right to park vehicles in the paved areas on the Premises and on the street outside the Premises in compliance with local laws and ordinances.

Article 16
Lessor's Access

16.1 Access. With Lessee's permission, which shall not be unreasonably withheld, Lessor or his agent shall be permitted to enter, to inspect, to make repairs, and to show the premises to prospective tenants or purchasers. In an emergency, Lessor or his agent may enter the premises without obtaining the prior permission of the Lessee, but shall give the lessee notice of any such entry immediately thereafter.

Article 17 Indemnification

17.1 By Lessee. Lessee will indemnify Lessor, and hold Lessor, its successors and assigns harmless from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from the use or occupancy of the Premises by Lessee or any person claiming or acting under Lessee.

17.2 By Lessor. Lessor will indemnify Lessee, and hold Lessee, its successors and assigns harmless from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from any breach of Lessor's representations and warranties or any other obligations under the Lease, including without limitation Lessor's obligations under Article 11.

Article 18 Covenant of Quiet Enjoyment

18.1 Non-Disturbance. So long as Lessee pays the rent and performs all of its obligations in this Lease, Lessee's possession of the Premises will not be disturbed by Lessor, or anyone claiming by, through or under Lessor.

Article 19 Events of Default

19.1 Events of Default. The following occurrences shall be considered "Events of Default" hereunder:

- (a) Lessee's failure to make due and punctual payment of rent, which failure continues for ten (10) days after notice from Lessor;
- (b) Lessee vacates or abandons the Premises;
- (c) The Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Lessee, or is taken upon or subjected to any attachments by any creditor of Lessee or claimant against Lessee, and the attachment is not discharged within thirty (30) days after its levy;

- (d) Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;
- (e) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment;
- (f) Lessee breaches any of the other agreements, terms, covenants, or conditions that the Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after written notice by Lessor to Lessee.
- (g) Lessor breaches any agreements, terms, covenants, or conditions that the Lease requires Lessor to perform, and the breach continues for a period of thirty (30) days after written notice by Lessee to Lessor.

**Article 20
Remedies**

20.1 **Remedy on Default.** If any one or more events of default set forth in Section 19 occurs and the defaulting party has not cured in the time provided for, then the non-defaulting party may, at its election, terminate this Lease.

**Article 21
Right of First Refusal**

21.1 **Lessee's Right of First Refusal.** Provided Lessee is not in default after the expiration of all applicable cure periods, Lessee shall have a right of first refusal to purchase the Premises during the term of this Lease, or any extension thereof. Lessor shall notify Lessee in writing when Lessor receives a bona fide third party offer to purchase the Premises, which notice shall contain a statement of the purchase price and other material terms relating to the proposed purchase. Lessee shall have thirty (30) business days from the date of delivery of Lessor's notice within which to deliver to Lessor Lessee's written commitment to purchase the Premises on economically equivalent terms (except for any financial terms, which must be identical) to those offered by the proposed third party purchaser (the "Purchase Commitment"). If Lessee fails to timely deliver the Purchase Commitment, Lessor shall be free to sell the Premises to such third party on the terms specified in the notice, but not to any other party nor on terms any less favorable to Lessor unless Lessor again complies with the provisions of this Article 21. If

12/21/2018 09:01 100004010

Lessee timely delivers the Purchase Commitment, the parties will promptly execute appropriate documentation to memorialize the purchase and consummate such transaction.

**Article 22
Miscellaneous**

22.1 Holding Over. If Lessee remains in possession of the Premises after the end of this lease, Lessee will occupy the Premises as a Lessee from month to month, subject to all conditions, provisions, and obligations of the Lease in effect on the last day of the term.

22.2 No Waiver. No waiver of any condition or agreement in the Lease by either Lessor or Lessee will imply or constitute a further waiver by such party of the same or any other condition or agreement.

22.3 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under the Lease will be written and will be deemed to have been given when personally delivered, sent by overnight delivery, or sent by certified or registered mail, return receipt requested, addressed to:

Lessor: John Chuka

with a copy to:

Lessee: City of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277
Attn: City Manager and City Clerk

with a copy to: Director of Recreation & Community Services
1922 Artesia Blvd.
Redondo Beach, CA 90278

Either Lessor or Lessee may change its address or addressee for purposes of this paragraph by giving ten (10) days' prior notice according to this paragraph.

22.4 Attorneys' Fees. In the event either party to this Lease brings any action to enforce or interpret this Lease, 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 Lease.

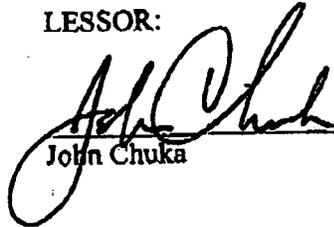
22.5 Binding Effect. The Lease will inure to the benefit of, and will be binding upon, each party's successors and assigns.

22.6 Governing Law. The Lease shall be governed by the laws of the State of California.

[signatures follow on the next page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the date first written above.

LESSOR:



John Chuka

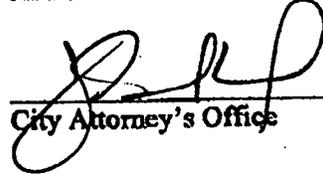
LESSEE:

City of Redondo Beach,
a chartered municipal corporation

By:

Mike Gin
Mayor

APPROVED AS TO FORM:



City Attorney's Office

APPROVED:



Risk Manager

ATTEST:

City Clerk

Exhibit "A"
Repairs

- **Asbestos and Lead reporting and abatement**
- **Roof repairs to prevent leakage**

Exhibit "B"
Deficiencies

- Fire Suppression System
- Unisex Restroom
- ADA Curb Ramp

Exhibit "C"
Tenant Improvements

- Demolition of existing interior partitions, counters and shelving.
- Install new partitions, counters, windows and doors for interior office space.
- Refinish and paint interior wall surfaces.
- Refinish floors with carpet, vct and ceramic tile.
- Refinish ceiling acoustical tiles as needed.
- Rewire for telephone and data.
- Modify HVAC system to serve new office space.
- Install signage.



Administrative Report

Council Action Date: January 4, 2011

To: MAYOR AND CITY COUNCIL

From: STEVE HUANG, CITY ENGINEER/CHIEF BUILDING OFFICIAL

MAGGIE HEALY, ACTING RECREATION & COMMUNITY SERVICES DIRECTOR

Subject: SEASIDE LAGOON NPDES PERMIT WORK PLANS

RECOMMENDATION

- 1) Approve the Seaside Lagoon Draft Initial Investigation Toxicity Reduction Evaluation Workplan and authorize staff to submit the Draft Toxicity Reduction Work Plan to the Los Angeles Regional Water Quality Control Board by January 5, 2011, as required by Order No. R4-2010-0185, NPDES No. CA 0065297; and,
 - 2) Approve the Seaside Lagoon Best Management Practice Plan (BMPP) and authorize the staff to submit the BMPP to the Los Angeles Regional Water Quality Control Board by January 5, 2011, as required by Order No. R4-2010-0185, NPDES No. CA 0065297. (BMPP will be provided via Blue Folder).
 - 3) Approve the Seaside Lagoon Draft Special Study Work Plan for a two-year special study to obtain additional data on metals and total suspended solids (TSS) and authorize staff to submit the Draft Special Study Work Plan to the Los Angeles Regional Water Quality Control Board by February 7, 2011, for Executive Officer approval as required by Order No. R4-2010-0185, NPDES No. CA 0065297.
- Or,
- 4) Provide direction to staff to close the water feature portion of Seaside Lagoon and explore alternative uses consistent with the approved Coastal Land use Plan.

EXECUTIVE SUMMARY

On October 7, 2010, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted NPDES No. CA 0065297, CI No. 8034 - the revised five-year waste discharge requirements for the Seaside Lagoon. The NPDES permit requires the City to submit two draft work plans for review by LARWQCB staff, as well as a Best Management Practice Plan.

E11

The Initial Investigation Toxicity Reduction Evaluation Workplan (Toxicity Workplan) outlines the initial steps that would be taken in the event that Lagoon outflow monitoring results exceed the "chronic toxicity trigger" point established in the NPDES permit. It is important to note that the City's ongoing monitoring has never shown results exceeding the chronic toxicity trigger. There is no cost anticipated for submission of the Toxicity Workplan.

The Best Management Practice Plan details policies and schedules for cleaning and maintenance of the Seaside Lagoon, treatment methods, prohibited practices and employee training. There is no cost associated with implementation of BMPP. The BMPP will be provided via Blue Folder.

The Special Study Work Plan provides a framework for special testing and studies of the new metals limits and total suspended solids (TSS) limits of the NPDES permit. These studies would be conducted over and above the City's normal monitoring of Lagoon outflow in order to produce the best data set for metals and TSS to determine reasonable potential, intake credits and other provisions. Costs for the Special Study Work Plan are estimated at \$50,000 over and above the annual \$15,000 budget allocation for water quality monitoring at the Lagoon. The costs are associated with the additional testing that will be required from an outside laboratory. As drafted, the Special Study Work Plan includes only the testing required to complete the special studies requested by the LARWQCB and does not include expert review and analysis. If approved by Council, implementation of the Special Study Workplan will require a mid-year appropriation of \$50,000 from Tidelands available fund balance for the current FY 2010-11, as well as a similar appropriation for FY 2011-12.

Staff is also working with the LARWQCB to pursue other opportunities for pinpoint the source of TSS and metals including the potential for parallel testing by the City and the LARWQCB, with LARWQCB paying for parallel testing through their laboratory.

On October 19, the City Council directed the City Attorney to file an appeal to the TSS limits in the NPDES permit to the State of California Water Quality Control Board by the deadline of November 5, 2010. The Appeal was filed and is pending hearing.

Based on Council's discussions in October about the cost benefit of continued testing of Lagoon effluent, staff has provided an alternative which is to close the water feature and explore alternative uses consistent with the approved Coastal Land Use Plan.

BACKGROUND

The City is currently operating the Seaside Lagoon under a Time Schedule Order (TSO) that provides a daily maximum TSS discharge limit of 120 mg/L until the TSO expires in September 2013. On October 7, the LARWQCB issued a Revised Tentative NPDES permit that includes the more restrictive TSS maximum limit of 75 mg/L – a limit that has proven to be problematic for the Lagoon and resulted in substantial fines by the

January 4, 2011

LARWQCB. The NPDES permit also contains eight new metal effluent limitations, and provided "intake credits" to allow for pollutants that existed in the intake water, prior to circulation through and discharge from the Lagoon.

Based upon the City's testimony and submittal of testing that showed the extreme variability of test results for metals and TSS in the influent and effluent waters, the LARWQCB included a two-year period of time for the City to conduct special studies and monitoring of the metals in the influent and effluent Lagoon waters. The NPDES permit also includes a reopener provision that would apply to TSS limits, allowing the City to conduct additional studies on TSS.

The NPDES permit requires the City to submit a Work Plan for Special Study to the LARWQCB by February 7, 2011, for Executive Officer approval. It also requires that the City submit a Best Management Practice Plan and a Toxicity Reduction Evaluation Workplan within 90 days of the order or by January 5, 2011.

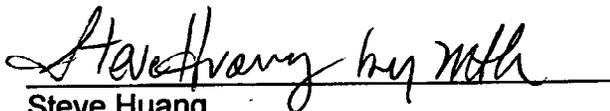
COORDINATION

This report was prepared by staff in the Engineering & Building Services Department and the Recreation and Community Services Department in coordination with the Harbor, Business & Transit, and Public Works Departments.

FISCAL IMPACT

Costs related to the preparation and submittal of the required work plans and BMPP are included in the Adopted FY 2010-11 operating budgets for the Recreation & Community Services and Engineering and Building Services Departments. Costs to implement the Special Study Work Plan will be approximately \$50,000 annually over the next two years. If the Special Study Work Plan is approved by Council, a mid-year budget adjustment will be presented for consideration by Council.

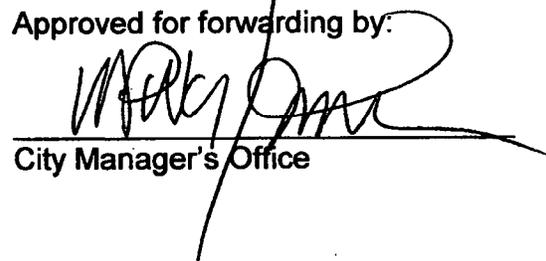
Submitted by:


Steve Huang

City Engineer and Chief Building Official


Maggie Healy
Acting Recreation & Community
Services Director

Approved for forwarding by:


City Manager's Office

Attachments:

- Seaside Lagoon Draft Initial Investigation Toxicity Reduction Evaluation Workplan
- Seaside Lagoon Draft Special Study Work Plan
- Seaside Lagoon Best Management Practice Plan. (To be provided via Blue Folder).

**City of Redondo Beach
Seaside Lagoon
NPDES Permit No. CA0064297
Order No. R4-2010-0185
Initial Investigation Toxicity Reduction Evaluation Workplan**

Purpose: this plan is intended to be used as the initial steps to be taken in the event the Chronic Toxicity trigger of 1.0 TUC is exceeded in a critical life stage test for 100% effluent in accordance with Part VI Section C3 of Order No. R4-2010-0185.

Facility Description: the facility takes seawater from the King Harbor/Ocean via the discharge pipe of the nearby Redondo Beach Generating Station. Water entering the Lagoon, at a rate of 3200 gpm, is chlorinated with a 17% solution of sodium hypochlorite. The water is chlorinated at a rate sufficient to maintain a 1 parts per million concentration in the Lagoon. Prior to being discharged the water is de-chlorinated with a 38% solution of sodium bi-sulfite. The bi-sulfite is added at a rate sufficient to maintain a concentration below the test method detection limit of 10 parts per billion. The water passes through the lagoon only once with no recirculation or other treatment processes. No other chemicals are added.

Staff tests the chlorine concentrations in the Lagoon multiple times throughout each day and makes adjustments to the hypochlorite and bi-sulfite application rates as needed.

Both the hypochlorite and bi-sulfite systems have standby feed pumps in case the primary pump fails.

Investigation and Evaluation: techniques to be used to identify potential causes/sources of toxicity, effluent variability, and treatment system efficiency will include:

1. Collect samples and test the influent;
2. Collect and test multiple samples of effluent and influent throughout the day;
3. Confirm the proper operation of the chlorination and de-chlorination systems.

Evaluation Process: in the event of an exceedance, the City's Principal Civil Engineer (Monitoring Program Manager) will take the lead. Additional support will be provided by the Public Works Department and the Testing Laboratory. The Testing Laboratory upon completing the Chronic Toxicity test will notify the Program Manager within 24 hrs if an exceedance is experienced.

Upon notification of an exceedance, the Program Manager will direct the Public Works staff to do a thorough inspection of the chlorination/dechlorination systems to insure proper operation and report their finding within 24 hrs.

The Program Manager will direct the Testing Laboratory to begin the expanded testing of the influent and effluent as described above within 3 days.

Seaside Lagoon - 2010 NPDES Permit Special Study Work Plan (Draft)

Description, Background and Objective

The Seaside Lagoon is a 1.4 million gallon, sand bottom, man-made saltwater swimming lagoon. Water for the Lagoon comes from the outfall pipe of a nearby power generating station. The water is drawn from the outfall at a rate of 3,200 gallons per minute and conveyed into the Lagoon via a 14-inch force main. This influent enters the Lagoon through a series of nozzles so that it is widely dispersed in order to minimize stagnant areas in the Lagoon. Prior to entering the Lagoon the water is chlorinated. The water is then collected at numerous overflow locations, de-chlorinated and discharged into King Harbor. The Lagoon's water supply system operates 12 hours per day, 7 days per week between Labor Day weekend and Memorial Day weekend.

The facility has operated since 1962. In 1999 the first NPDES permit was issued. In 2010 the second renewal of the permit was issued. During the development of the 2010 permit the Regional Board proposed to add Metals (arsenic, cadmium, copper, nickel, selenium, silver, thallium, zinc) limits. However, after further review of the data set used in the Reasonable Potential Analysis the Regional Board decided not to add the Metals until a special study could be completed. The 2010 NPDES permit requires the City to conduct a two year special study to obtain additional data. The Permit specifies that the City must submit a Work Plan for the Special Study to the Executive Officer by February 7, 2011.

This Work Plan provides the frame work for a special study in response to Section V, Attachment E, of the facilities 2010 NPDES permit. The objective of this special study is to refine data collection related to sampling location, timing and other logistics in order to have the best data set for metals and total suspended solids (TSS) to determine reasonable potential, intake credits, and other provisions.

Elements of the Work Plan are to include:

- Expanded frequency of sampling for metals listed above and TSS in the influent and effluent
- expanded sampling methods to include grab and composite sampling
- expanded sampling locations to include influent and effluent
- examination of variability of TSS as applied to intake credits
- examination of sampling and laboratory protocols to insure adequate QA/QC

Sampling and Laboratory Analysis

Sampling and analysis will be performed by Michelson Laboratories, Commerce, California. They are a State DHS Certified (#1198) and ISO 17025 approved laboratory for all of the pollutant of concern.

This section describes special sampling designed specifically to investigate objectives of the Work Plan. The sampling and laboratory analysis tasks are the major focus of this Work Plan and are summarized in a matrix format in Table 1. The matrix provides an at-a-glance summary

of sampling locations, the type of samples to be collected (e.g. grab and composite), the sampling frequency, the parameters to be analyzed for each sample, and the analytical methods to be used for each analysis. The sampling matrix incorporates the first four elements that are required to be in the Work Plan. Additional sampling and analysis details and the method that will be employed to incorporate the last element are described below.

Table 1 – Seaside Lagoon Sampling Matrix

Parameter	Analytical Method	1. Lagoon Influent Pump Discharge ^{2&3}	2. Lagoon Effluent Box ^{1,2,&3}	3. Harbor, near Lagoon Discharge	Sampling Period (weeks) ⁴	Total Number of Samples ⁴
TSS (mg/L)	SM 2540 D ⁵	Comp 1W	Comp 1W	Grab 1W	15	45
Arsenic (ug/L)	SM 3500-AS C	Comp 1W	Comp 1W	Grab 1W	15	45
Cadmium (ug/L)	SM 3500-CD	Comp 1W	Comp 1W	Grab 1W	15	45
Copper (ug/L)	SM 3500-CU C	Comp 1W	Comp 1W	Grab 1W	15	45
Nickel (ug/L)	SM 3500-NI C	Comp 1W	Comp 1W	Grab 1W	15	45
Selenium (ug/L)	SM 3500-SE C	Comp 1W	Comp 1W	Grab 1W	15	45
Silver (ug/L)	SM 3500-AG C	Comp 1W	Comp 1W	Grab 1W	15	45
Thallium (ug/L)	SM 3500-TL C	Comp 1W	Comp 1W	Grab 1W	15	45
Zinc (ug/L)	SM 3500-ZN C	Comp 1W	Comp 1W	Grab 1W	15	45

1. Sample to be taken so that effluent is not contaminated by backwash from Harbor
2. "nW" denotes samples are taken n time per week
3. "Comp" denotes composite sample is collect over the period of lagoon operation at even intervals.
4. The sample period and total samples are for one operational year.
5. The method has been modified for saltwater. 200 mL of reagent grade water is used in the filter washing process versus 30 mL as specified in the method.

Locations

A total of three (3) sampling locations have been identified for this Plan. These locations are listed below. The sampling frequencies will vary at each location as shown in Table 1.

1. **Lagoon Influent Pump Discharge.** This sample is intended to represent the lagoon influent water quality and will be collected from a valve located on the pump discharge piping at the supply pump station on Harbor Drive. A valve in the discharge piping will be used. A composite sampler will be placed at this pump station for the duration of the monitoring period. Because it is difficult to connect the sampler intake directly to the pressurized discharge piping of the Lagoon influent pump, the sampling valve will be set to a partially open position to allow continuous discharge of a small flow. This flow will be collected in a small container which will serve as intake for the sampler. To ensure that the sample collected by the sampler is always fresh, the discharge flow rate from the sampling valve and the size of the intake container will be such that the container is continuously overflowing and the detention time in the container is no more than 60 seconds. The overflow from this container should be routed to the closest sanitary drain or back into the outfall.

The sampler discharge will be directed into a separate sample container placed on ice in an

insulated box. The ice in the box should be replaced just prior to the sampling period to maintain a sample temperature no higher than 4°C for 24 hours.

2. Lagoon Effluent Box. This sample is intended to represent the quality of the combined Lagoon effluent and therefore will be obtained from the collector pipe at a location downstream of all laterals. Because the effluent vault can be inundated with harbor water during periods of high tide the sample point will be placed up into the collector pipe. Based on the experience obtained during the 2007 Source ID study, 10 feet is considered sufficient. The sample collection tube from a composite sampler will be terminated at this location.

The sampler discharge will be directed into a separate sample container placed on ice in an insulated box. The ice in the box should be replaced just prior to the sampling period to maintain a sample temperature no higher than 4°C for 24 hours. As a security measure, both the sampler and the sample container will be locked, placed inside the security fence, and chained to the fence posts.

3. Harbor near Lagoon Outfall. This sample is intended to provide a general indication of ambient background harbor water quality in the vicinity of the end of the lagoon outfall. Samples at this location will be collected from a boat. The samples will be collected as close to the depth of discharge as possible using available equipment and a minimum of 50 feet from the discharge.

Sample Type

The types of sample(s) to be collected at each location are indicated in Table 1. The various types are as described below.

Composite: Composite samplers will be placed at the Lagoon Influent Pump Station and the Lagoon Effluent Box. Flow weighted sampling is not necessary because the flow rate is designed to be constant at 3,200 gallons per minute (gpm). The samplers will be programmed to collect equal volumes at regular pre-defined intervals during the lagoon's operating hours. No samples will be taken when the lagoon influent pumps are shut down.

Grab: Grab samples representing instantaneous conditions will be taken at the location as shown in Table 1. An attempt will be made to collect the grab samples at about the same time each sampling day.

Sampling Frequency

Sampling frequencies for each combination of location and analytical parameter are listed in Table 1 as "n" times per week (nW). All weekly samples will be collected on Monday.

Parameters and Analytical Methods

Table 1 lists the analytical methods to be used for laboratory analysis of each listed parameter. The listed analytical methods are as described in 40 CFR Section 136 as required by the RWQCB in Monitoring and Reporting Program No. 8034, which is Attachment E to the City's current NPDES Permit No. CA 0064297.

Monitoring Plan Implementation and Schedule

Michelson Laboratories will be responsible for implementation of the Plan, including provision of all labor, materials, and analytical and laboratory facilities and equipment. The Public Works Department will provide a boat and authorized operator for harbor sampling and will also arrange for access to all sampling locations. The Engineering & Building Services Department will be available to help resolve any issues that might arise and will be responsible for ongoing data compilation, evaluation, and development of any mid-course corrections.

The first years sampling will begin on Monday, May 30, 2011, and will end on Monday, September 5, 2011, both days inclusive. This represents a period of approximately 15 weeks. The second year schedule will be determined in the future if necessary.

Sampling and Laboratory Protocols Examination

Michelson is an ELAP certified laboratory and complies with a required QA/QC procedures. As part of the examination process Michelson will submit to the City all written Standard Operating Procedures (SOPs) used in the sampling and analysis for the pollutant of concern along with the results from all QA/QC testing. This information will be analyzed and compared to industrial and regulatory standards.

Supplemental Data Collection

Weather: Daily minimum and maximum temperature and precipitation data will be obtained from the weather station closest to the lagoon and compiled for evaluation of possible correlation with water quality data.

Tides: Daily high and low tide times and water elevations will be obtained as available from National Oceanographic and Atmospheric Administration (NOAA) records or other sources.

Number of Lagoon Visitors: The approximate number of daily visitors to the lagoon will be recorded and compiled, along with age information if possible. The Recreation and Community Services Department will be responsible for monitoring and recording this data.

Data Evaluation

The objective of this Work Plan is to refine data collection related to sampling location, timing and other logistics in order to have the best data set for Metals and TSS to determine reasonable potential, intake credits, and other provisions.

The 15 data points from Locations 2 and 3 maybe sufficient data to conduct reasonable potential analysis, however, past data collected showed a large variability therefore a second year of sampling maybe necessary. In analyzing the results for daily sample compliance using the intake credit approach the composite sampling at Locations 1 and 2 should provide a more representative sample and compensate for the lag time between the water enters and exits the Lagoon. In analyzing the results for monthly average compliance the weekly sampling will provide a more robust data set. The need for a second year of data collection will be determined after the first year data is analyzed.

Item E-11

**City of Redondo Beach
Seaside Lagoon
NPDES Permit No. CA0064297
Order No. R4-2010-0185
Best Management Practice Plan**

Purpose: this plan is intended to state the City Policy on the implementation of Best Management Practices for the Seaside Lagoon including cleaning and maintenance procedures and schedules, prohibitions, treatment methods and training in accordance with Part VI Section C4 of Order No. R4-2010-0185.

Policy Statement: it is the policy of the City to operate the Seaside Lagoon in such a manner that the water in the Lagoon is maintained in a healthy condition for its users and the water that is discharged from the Lagoon is maintained so that the environmental health of the receiving waters is not adversely affected in compliance with the Los Angeles County Public Health regulations and the NPDES permit requirements.

Cleaning and Maintenance Procedures: The Public Works Department is responsible for the operation of the water features of the Lagoon. During the operational period of the Lagoon, dedicated staff are assigned to operating and maintaining the facilities.

1. **Pre-season Operations:** Prior to the start of operations the pumping, collection and chlorination and de-chlorination systems are inspected for proper function. The chlorine and bi-sulfite feed pumps are tested, the diffusers are inspected and supplies are delivered. The supply pumps are inspected and tested for proper function. The bypass valve is closed and secured to insure that it does not leak under operational pressures. The collector piping system is flushed to remove potential contaminates.
2. **During Season Operations:** Staff are onsite at all times during the operational hours. The chlorine residual is tested at multiple locations throughout the Lagoon at multiple times throughout the day. The chlorine and bi-sulfite feed pumps are inspected prior to startup each day. The chlorine and bi-sulfite supply are monitored each day and re-ordered to insure continuous operation.

Prohibited Activities: The Lagoon is not allowed to operate if there is not sufficient supply of chlorine or bi-sulfite to maintain normal operational concentrations and if the chlorination/de-chlorination system is not functioning. The by-pass valve is not allowed to be opened with prior approval and only when required to maintain the facilities water quality or in an emergency.

Training: Prior to the start of each operational season the operations staff conduct training and overview of the operational and permit requirements. Whenever new staff members are assigned to the facilities they are provided training on the operation of the chlorination/de-chlorination, and pumping systems.

City Council Agenda Date:

January 4, 2011

ITEM E11 – CONSENT– SEASIDE LAGOON NPDES PERMIT

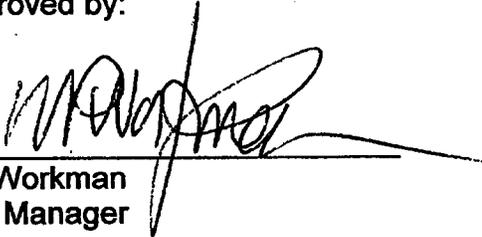
Attached is a copy of a Power Point presentation on Item E11 pertaining to the Seaside Lagoon NPDES Permit.

Submitted by:

Approved by:



Maggie Healy
Acting Recreation and Community
Services Director



Bill Workman
City Manager

SEASIDE LAGOON

NPDES Permit

Update – January 4, 2011



BACKGROUND

- October 7, 2010, Revised 5-year Waste Discharge Permit
 - Includes 8 new metal effluent pollutants.
 - Retains more restrictive "Total Suspended Solids" (TSS) limits.
 - Includes "reopener" provisions to allow the City to conduct special studies on TSS and Metals.
 - At end of first year, LARWQCB staff may include metals limits or require another year of study.
 - Higher TSS limits will be enforced after TSO expires in Sept. 2013

Oct. 7 NPDES 5-Year Permit Requirements

- Draft Toxicity Reduction Evaluation Workplan due January 5, 2011.
- Best Management Practice Plan due January 5, 2011.
- Special Study Work Plan for TSS and Metals due February 7, 2011.
- Cost for Special Study Work Plan: \$50,000 annually over next two years.

RECOMMENDATIONS

1. Approve the Seaside Lagoon Draft Initial Investigation Toxicity Reduction Evaluation Workplan;
2. Approve the Seaside Lagoon Best Management Practice Plan (BMPP); and,
3. Approve the Seaside Lagoon Draft Special Study Work Plan for a two-year special study to obtain additional data on metals and total suspended solids.

Or,

Provide direction to staff to close the water feature portion of Seaside Lagoon and explore alternative uses consistent with the approved Coastal Land Use Plan.



Administrative Report

Council Action Date: January 4, 2011

To: MAYOR AND CITY COUNCIL
From: WILLIAM P. WORKMAN, CITY MANAGER
Subject: 2011 BUDGET CALENDAR

RECOMMENDATION

Approve the 2011 Budget Calendar.

EXECUTIVE SUMMARY

The City does its budgeting and financial reporting through an annual cycle of events and actions. The attached budget calendar details the 2011 annual cycle.

BACKGROUND

Staff has developed the attached 2011 budget calendar to communicate the timing of City Council budget discussions. During calendar year 2011, those discussions will be in regards to the Fiscal Year 2010-2011 and the Fiscal Year 2011-2012 budgets.

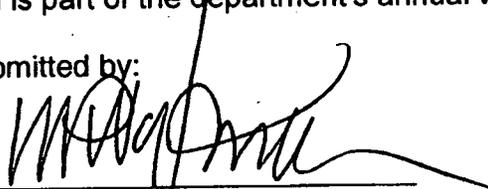
COORDINATION

The 2011 Budget Calendar was coordinated with the Financial Services Department and the City Manager's Office.

FISCAL IMPACT

The total cost for this activity is included in the Fiscal Year 2010-2011 Adopted Budget and is part of the department's annual work program.

Submitted by:



William P. Workman
City Manager

mruhland

Attachments: 2011 Budget Calendar

E12

**City of Redondo Beach
2011 BUDGET CALENDAR**

January 4, 2011	2011 Budget Calendar Approval
January 18, 2011	Strategic Plan Monthly Update
Jan & Feb 2011	City Manager Request for Commission Fiscal Year 2011-2012 Budget & CIP Feedback
February 15, 2011	Strategic Plan Monthly Update
February 15, 2011	City Treasurer's Update on Investments and Economic Trends
March 2011	Commission Input for Strategic Plan
March 15, 2011	Fiscal Year 2010-2011 Midyear Budget Report
March 15, 2011	Fiscal Year 2011-2012 CIP Budget Priorities Review
March 17, 2011	FY 2010-2011 Midyear Budget Review/FY 2011-2012 Budget Planning w/ Budget & Finance Commission
March 22, 2011	Strategic Plan Workshop
April 12, 2011	Community Forum on Fiscal Year 2011-2012 Budget
April 5, 2011	Strategic Plan Adoption
April 28, 2011	Presentation of Fiscal Year 2011-2012 CIP to Joint Budget & Finance and Public Works Commissions
May 3, 2011	Strategic Plan Monthly Update
May 3, 2011	Fiscal Year 2011-2012 Budget Preview
May 16, 2011	Fiscal Year 2011-2012 Proposed Budget, CIP Budget, and 5-Year Financial Plan Delivered
May 17, 2011	Fiscal Year 2011-2012 Proposed Budget, CIP Budget, and 5-Year Financial Plan Received and Filed
May 17, 2011	Fiscal Year 2011-2012 Proposed Budget Public Hearing Date Set
May 17, 2011	City Treasurer's Update on Investments and Economic Trends
May 19, 2011	City Manager Fiscal Year 2011-2012 Proposed Budget Review with Budget & Finance Commission
May 31, 2011	Fiscal Year 2011-2012 Proposed Budget Workshop / Budget Challenges Discussion
June 7, 2011	Strategic Plan Monthly Update
June 7, 2011	Fiscal Year 2011-2012 Proposed Budget & CIP Public Hearing
June 14, 2011	Fiscal Year 2011-2012 Proposed Budget Straw Voting and CIP Workshop
June 16, 2011	Fiscal Year 2011-2012 CIP Review for Consistency with General Plan by Planning Commission
June 21, 2011	Fiscal Year 2011-2012 Budget & CIP Adoption
July 1, 2011	New Fiscal Year Begins
July 5, 2011	Strategic Plan Monthly Update
August 2011	Commission Input for Strategic Plan
August 3, 2011	Strategic Plan Monthly Update
August 16, 2011	City Treasurer's Update on Investments and Economic Trends
August 31, 2011	Fiscal Year 2011-2012 Citizens' Budget Published
September 2011	Strategic Plan Workshop
September 20, 2011	Strategic Plan Adoption

October 18, 2011	Strategic Plan Monthly Update
October 18, 2011	City Treasurer's Update on Investments and Economic Trends
November 15, 2011	Adopted Fiscal Year 2011-2012 Budget Document Printed
November 15, 2011	Strategic Plan Monthly Update
November 15, 2011	Budget Carryovers from Fiscal Year 2010-2011 to Fiscal Year 2011-2012
November 15, 2011	Fiscal Year 2010-2011 General Fund Balance Reserves and Designations
November 15, 2011	Capital Improvement Program Activity Update
December 20, 2011	Strategic Plan Monthly Update
December 20, 2011	Fiscal Year 2010-2011 Audited Comprehensive Annual Financial Report (CAFR) Received and Filed