

**AGENDA**  
**REDONDO BEACH HARBOR COMMISSION**  
*Monday, December 9, 2013, 6:30pm*  
**REDONDO BEACH CITY COUNCIL CHAMBERS**  
**415 DIAMOND STREET**

**I. OPENING SESSION**

- 1. CALL MEETING TO ORDER**
- 2. ROLL CALL**
- 3. SALUTE TO THE FLAG**

**II. APPROVAL OF ORDER OF AGENDA**

**III. RED FOLDER ITEMS**

*Red folder items require immediate action, and came to the attention of the City subsequent to the 72-hour noticing requirement. These items require a 2/3 vote of the Commission (or if less than 2/3 are present, a unanimous vote) to add to the Agenda.*

**IV. BLUE FOLDER ITEMS**

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

**V. CONSENT CALENDAR**

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

**5. APPROVAL OF AFFIDAVIT OF POSTING FOR THE HARBOR COMMISSION MEETING OF DECEMBER 9, 2013**

**6. APPROVAL OF THE FOLLOWING MINUTES: NOVEMBER 14, 2013**

**7. MONTHLY STATISTICS FROM HARBOR PATROL**

**8. CITY COUNCIL RECEIVED AND FILED THE DECEMBER 3, 2013 MONTHLY UPDATES TO THE STRATEGIC PLAN; VITALIZE THE WATERFRONT AND ARTESIA CORRIDOR**

Staff recommendation: Receive and file

**9. APPROVE CONTRACT C-1110-109-1, A FIRST AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES FOR MAINTENANCE OF POTTED PLANTS IN THE PIER/HARBOR AREA TO INCLUDE 25 ADDITIONAL PLANTER POTS FOR AN ANNUAL COST NOT TO EXCEED \$5,177.00 FROM THE HARBOR TIDELANDS FUND**

Staff recommendation: Receive and file

**10. APPROVE CONTRACT NO. C1311-138, AN ESCROW AGREEMENT WITH ZISLIS BOUTIQUE HOTELS FOR SOIL IMPROVEMENT WORK AT SHADE HOTEL SITE**

Staff recommendation: Receive and file

**11. ADOPT BY TITLE ONLY RESOLUTION NO CC-1312-101, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CA, APPROVING FREE PARKING WITHIN THE PIER AND PLAZA PARKING STRUCTURES FOR THE 2013 HOLIDAY SEASON – DURING THE HOURS OF 8AM TO 8PM FROM DEC. 14, 2013 – DEC. 30, 2013.**

Staff recommendation: Receive and file

**VI. ORAL COMMUNICATIONS**

*Anyone wishing to address the Harbor Commission on any Consent Calendar item on the agenda, which has not been pulled by Harbor Commission 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.*

**VII. EXCLUDED CONSENT CALENDAR ITEMS**

**VIII. 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.*

**IX. EX PARTE COMMUNICATIONS**

**X. PUBLIC HEARINGS**

**XI. ITEMS FOR DISCUSSION PRIOR TO ACTION**

**12. REPORT ON THE FINAL PROJECT PLANS AND SPECIFICATIONS FOR THE TRANSIENT VESSEL MOORING PROJECT**

Staff recommendation: Receive and file

**13. BOAT RAMP AND SEASIDE LAGOON PROCESS TIMELINE**

Staff recommendation: Receive and file

**14. DISCUSSION OF 2013-14 CIP BUDGET**

Staff recommendation: Receive and file

**15. 2014 WATERFRONT PROJECTS CELEBRATION CONCEPT AND DISCUSSION**

Staff recommendation: Receive and file

**16. DIRECTOR'S REPORT**

Staff recommendation: Receive and file

**XII. ITEMS CONTINUED FROM PREVIOUS AGENDAS**

**XIII. MEMBERS ITEMS AND REFERRALS TO STAFF**

**XIV. ADJOURNMENT**

The next meeting of the Harbor Commission of the City of Redondo Beach will be a regular meeting to be held January 13, 2013 in the Redondo Beach Council Chambers, 415 Diamond Street, Redondo Beach, California.

*It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant 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](http://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 Harbor 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, CA during normal business hours.*

PROOF OF POSTING

I, Holly Short, hereby declare, under penalty of perjury, that I am over the age of 18 years and am employed by the City of Redondo Beach, Harbor Department, and that the following document was posted by me at the following location(s) on the date the time noted below:

Agenda – Redondo Beach Harbor Commission

Regular Meeting of December 9, 2013

Posted on: December 5, 2013 at 10:00 am

Posted at: DOOR "A" BULLETIN BOARD

and CITY CLERK'S OFFICE

Holly Short  
Signature

12/5/13  
Date

**MINUTES OF THE  
REDONDO BEACH HARBOR COMMISSION MEETING  
NOVEMBER 14, 2013**

**CALL TO ORDER**

A special meeting of the Harbor Commission was called to order at 6:30 p.m. in the City Council Chambers, 415 Diamond Street, by Chairperson Shaer.

**ROLL CALL**

Commissioners Present: Bloss, Dalton, Horvath, D. Jackson, M. Jackson,  
Keidser, Shaer

Commissioners Absent: None

Officials Present: James Allen, Facilities Manager  
Margareet Wood, Recording Secretary

**SALUTE TO THE FLAG**

The members joined in the salute to the flag.

**APPROVAL OF ORDER OF AGENDA**

It was the consensus of the Commission to approve the order of agenda.

**CONSENT CALENDAR**

5. Approval of Affidavit of Posting for the Harbor Commission Special Meeting of November 14, 2013
6. Approval of the Following Minutes: October 14, 2013
7. Monthly Statistics from Harbor Patrol
8. City Council Received and Filed the October 15, 2013 Monthly Updates to the Strategic Plan; Vitalize the Waterfront and Artesia Corridor
9. Approve Contract No. C-1210-270-1, an Extension Agreement Between the City of Redondo Beach and Sunrise Harbor Ltd.
10. Approve Contract No. C-1311-131, A Lease Between the City of Redondo Beach and Edward J. Castro, DBA The New Starboard Attitude, for the Premises at 202 Fisherman's Wharf

Commissioner Horvath excluded Consent items 6 and 9.

Motion by Commissioner Jackson, seconded by Commissioner Bloss, to receive and file Consent items 5, 7, 8, and 10. Motion carried unanimously.

**ORAL COMMUNICATIONS**

None.

**EXCLUDED CONSENT CALENDAR ITEMS**

Approval of the Following Minutes: October 14, 2013

Commissioner Horvath made the following corrections:

Page 1: salute to the flag led by Commissioner Horvath

Page 3: motion to adjourn not seconded by Commissioner Keidser

A motion by Commissioner Horvath to receive and file Consent item 6 received no objections and was so moved.

Approve Contract No. C-1210-270-1, an Extension Agreement Between the City of Redondo Beach and Sunrise Harbor Ltd.

In response to Commissioner Horvath, Manager Allen explained that the lease negotiations were at the request of Sunrise who is asking for a longer term lease in light of the current renovation. He further explained that the \$20,000 figure to extend the option was negotiated; and the original 12 month period also involved a cost. He said the fee will go toward the harbor uplands fund. He said the \$8 million renovation project has gone through plan check and permits have been finalized. He said plans were reviewed administratively and are on file.

Motion by Commissioner Horvath, seconded by Commissioner D. Jackson, to receive and file Consent item 9. Motion carried unanimously.

**PUBLIC PARTICIPATION ON NON AGENDA ITEMS**

None.

**EX PARTE**

None.

**PUBLIC HEARINGS**

None.

**ITEMS FOR DISCUSSION PRIOR TO ACTION**

Discussion of FY 2014-15 CIP Budget

Manager Allen explained the purpose of the discussion to begin preparing for City Manager Workman's 2014 visit to seek input on the upcoming CIP budget.

Chairperson Shaer hoped to get Harbor Commissioners thinking about key budget items; and he said the topic will appear on next month's agenda too.

Commissioner M. Jackson spoke in support of the railing replacement project; and he questioned why sidewalk improvements are not included. He mentioned rising tides and said that sidewalk improvements are inevitable.

Manager Allen said the elevation of the wall is an important factor and also that the sidewalk improvements may be included in the railing replacement project.

Commissioner M. Jackson stressed the importance of safety in the harbor and along all basin entrances and he supported funding for signage and enforcement.

Commissioner D. Jackson said the City website refers to a 2013-14 proposed budget, rather than approved budget; and she asked about future projections.

Manager Allen explained that financial summaries in the budget are based on the closeout of the previous year; and the 2012-13 budget has not been closed out. He recalled that the tidelands and uplands funds showed a profit in 2012-13. He said the Consolidated Annual Financial Report (CAFR), which will be submitted to City Council in November or December, will include information on harbor uplands and tidelands fund balances.

Commissioner Bloss requested an update on the status of CIP projects.

In response to Commissioner Dalton regarding updated budget balances and current CIP project status, Manager Allen said the CAFR will provide sufficient information to discuss next year's CIP budget at the December meeting. He said the transient vessel moorings are on target for completion in 2013-14. He also said the boat launch relocation will be carried over and included with the CenterCal project. He said the State has not been contacted on the boat ramp project; however staff will get feedback from the Army Corps of Engineers prior to final drawings: he anticipated that grants will be sought for which sufficient seed money is available.

Commissioner Dalton requested an accurate estimate for the boat launch project.

In response to Chairperson Shaer, Manager Allen clarified that the boat launch design will be considered with the CenterCal development. He said that funding will be the topic of later negotiations; and inflationary adjustment will be a consideration.

Chairperson Shaer opined that design cost estimation is difficult at this stage.

In response to Commissioner Horvath regarding the WiFi project, Manager Allen said the project is unfunded and is a longstanding capital project. He said an outreach to businesses has not occurred and the true cost is unknown.

Commissioner M. Jackson encouraged timely preparation for the City Manager's visit and the Strategic Plan workshop and also letters outlining recommendations.

In response to Commissioner D. Jackson, Manager Allen explained that the City identity program is a way-finding project for pier and boardwalk areas and has been completed. He also explained that the fire station 3 generator is located in the harbor and is funded entirely from the tidelands.

In response to Commissioner Dalton, Manager Allen said the Moonstone Park project is being redesigned and he will find out whether it will come before the Harbor Commission.

Chairperson Shaer requested the following information for the next meeting:

- Sea Wall – determine whether sidewalks are included in the CIP
- CAFR document to be reviewed by City Council
- Updated CIP listing
- List of 2013-14 projects in the harbor area

Commissioner Bloss requested to know the rationale for moving forward with the railings without raising the sidewalks - in light of the rising water level.

Manager Allen believed that the railing replacement and sea level rise projects will work together.

In response to Commissioner D. Jackson, Manager Allen said the railing replacement will comply with the law which dictates vertical railing.

Manager Allen corrected the web address on page 1 of the staff report to read: [www.redondo.org/services/city\\_docs/budget.asp](http://www.redondo.org/services/city_docs/budget.asp).

Motion by Commissioner D. Jackson, seconded by Commissioner Keidser, to receive and file the Discussion of FY 2014-15 CIP Budget. Motion carried unanimously.

#### Director's Report

Highlights of Manager Allen's report include:

##### CIP Projects:

- CenterCal – City Council discussion of feasibility analysis and contract amendments on November 19
- Moorings – final plans being prepared, will be presented to Harbor Commission in December
- Shade Hotel – soil work continues, above-ground work to begin in 2014
- Sunrise Hotel – lease submitted to City Council following exercise of option, project to begin in early spring
- Cycle track – project to commence in early spring

##### Events:

- December 14 - Santa Claus on pier, King Harbor Boat Parade

In response to Commissioner Bloss, Manager Allen said he will report back on the anticipated completion date for the cycle track.

Also in response to Commissioner Bloss, Manager Allen said the pier bike path surface underwent testing for friction and he will research the issue, including the safety signs instructing bicyclists to dismount.

In response to Commissioner M. Jackson, Manager Allen said that upon completion and signature of the CenterCal EIR contract, the EIR process will kick off. He said the EIR process will last from 12-18 months, and the public comment period continues during that time.

In response to Commissioner Shaer, Manager Allen said the Harbor Commission will become involved with the CenterCal project following the plan review process.

In response to Chairperson Shaer, Manager Allen recalled that the Shade Hotel lease was signed in 2009; and he anticipated seeing above-ground work after the first of the year

Motion by Commissioner D. Jackson, seconded by Commissioner Keidser, to receive and file the Director's Report. Motion carried unanimously.

#### **ITEMS CONTINUED FROM PREVIOUS AGENDAS**

None.

#### **MEMBERS ITEMS AND REFERRALS TO STAFF**

In response to Commissioner Dalton, Manager Allen said the latest information lists a November opening for Barney's Beanery and he will inquire about an update. He also said the business occupying the former Delzano's space is scheduled to open in the summer.

In response to Commissioner Keidser, Manager Allen advised that staff has not received information on a tenant for the space formerly occupied by Maison Riz.

In response to Commissioner M. Jackson, Manager Allen explained that the process for approving a sublease and selling a major lease differs: due diligence for a sublease is conducted by the leaseholder; whereas the City conducts due diligence pertaining to a ground lease assignment.

Commissioner Bloss reported that according to Public Works Director Witzansky, meetings to solicit input on the Torrance Boulevard renaming were sparsely attended; however some input was received. She said some of the professional organizations were opposed and some of the retailers were in favor. She said the Torrance Boulevard businesses will be canvassed. She said the Torrance Boulevard renaming is still on the Strategic Plan and she hoped to have Harbor Commission input for the next Strategic Plan session in March.

In response to Commissioner Bloss, Manager Allen advised that the construction across from Barney's Beanery involves raising utility vaults above ground. He said that landscaping will help conceal the vaults.

In response to Chairperson Shaer regarding utility vaults, Manager Allen was not sure about the approval process for utility installations.

In response to Chairperson Shaer, Commissioner Bloss said that according to Director Witzansky, the Torrance Boulevard renaming recommendation will be presented for discussion to City Council. She spoke in favor of an open discussion before City Council to raise and address issues.

In response to Commissioner D. Jackson, Manager Allen said the business on International Boardwalk named Bubble Boutique features handcrafted items.

Commissioner M. Jackson announced the relocation of Chamber of Commerce offices to 119 West Torrance Boulevard. He said a grand opening will be scheduled next year when the patio is complete.

Chairperson Shaer said an item to discuss the budget and CIP topics will be agendaized for the next Harbor Commission meeting. He also clarified the request for an update on the parking structure resurfacing.

In response to Chairperson Shaer, Manager Allen said the building next to the tech center is outside the harbor; however it has proceeded through the planning process and will provide neighborhood-serving retail.

At 7:48 p.m. Chairperson Shaer adjourned the meeting until the next regular meeting on December 9, 2013

Respectfully submitted,

Peter Carmichael  
Waterfront and Economic  
Development Director

HARBOR PATROL STATISTICS FOR 2013

INCIDENT DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
BOAT RESCUES	12	12	10	10	11	15	20	10	18	5	8		131
FIRE RESPONSES	4	2	9	2	4	7	9	8	4	4	2		55
MEDICAL RESPONSES	6	10	11	8	7	10	10	6	11	5	7		91
MOORING PERMIT INSPECTIONS	10	6	19	16	8	10	15	7	4	8	7		110
MARINE ENFORCEMENT	61	25	58	38	80	185	115	81	103	96	55		897
ANCHORAGE PERMITS	2	4	3	4	4	4	3	2	7	2	4		39
COMMERCIAL INSPECTIONS	0	2	4	4	5	2	1	0	1	1	0		20
OVERHANG CHECKS	2	1	1	2	1	2	1	2	2	2	1		17
SEA LIFE RELATED CALLS	0	1	2	1	2	1	2	2	3	3	1		18
POLLUTION CALLS	2	2	2	4	2	3	1	3	1	0	0		20
AGENCY ASSISTS	1	3	2	2	3	2	2	3	2	4	2		26
PUBLIC ASSISTS	12	8	8	4	2	8	7	10	6	4	6		75
REPORTS-VESSEL ACCIDENT	0	0	2	1	1	1	2	0	0	1	0		8
REPORTS- VESSEL IMPOUND	0	0	0	0	0	0	0	0	1	1	0		2
REPORTS-MISCELLANEOUS	4	3	2	4	6	10	6	4	4	3	5		51
WATER RESCUE	0	0	0	1	1	1	1	0	0	0	0		4
ROCK ASSISTS	2	0	0	0	3	0	0	0	1	1	0		7
AIRPLANE DOWN CALLS	0	0	0	0	0	0	0	0	1	0	0		1
DIVE OPERATIONS	5	3	2	3	6	4	3	5	3	5	3		42
MISCELLANEOUS CALLS	6	8	12	15	36	45	47	38	43	38	24		312
TOTAL CALLS FOR SERVICE	129	90	147	119	182	310	245	181	215	183	125	0	1926





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# Administrative Report

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Council Action Date: December 3, 2013

**To: MAYOR AND CITY COUNCIL**

**From: WILLIAM P. WORKMAN, CITY MANAGER**

**Subject: STRATEGIC PLAN UPDATE ON SIX-MONTH OBJECTIVES, WATER QUALITY IMPLEMENTATION MATRIX, SUSTAINABILITY/GREEN TASK FORCE PRIORITY MATRIX, AND MAJOR CITY FACILITIES PRIORITY LIST**

## **RECOMMENDATION**

Receive and file the monthly updates to: 1) the six-month strategic objectives established at the Strategic Planning Retreat held on September 12, 2013; 2) the Water Quality Implementation Matrix; 3) the Sustainability/Green Task Force Priority Matrix; and 4) the Major City Facilities Priority List.

## **EXECUTIVE SUMMARY**

On September 12, 2013, the City Council held a Strategic Planning Workshop to establish six-month objectives. Monthly updates are provided to the Mayor and Council to enable them to monitor the City's progress. Updates to the Water Quality Implementation Matrix, the Sustainability/ Green Task Force Priority Matrix and the Major City Facilities Priority List are also provided. This current update is the first of the September 12, 2013 Strategic Planning session's six-month objectives. The next Strategic Planning Retreat will be held on March 27, 2014.

## **BACKGROUND**

The City Council's Strategic Plan directs the development of the City budget, program objectives, and performance measures. The goals provide the basis for improving services, and preserving a high quality of life in the City.

The City began strategic planning in 1998 with the creation of the first three-year strategic plan covering the period of 1998-2001. In October 2001, a second three-year plan was developed for 2001-2004. At the February 25, 2003 retreat, these Core Values were added: Openness and Honesty, Integrity and Ethics, Accountability, Outstanding Customer Service, Teamwork, Excellence, Environmental Responsibility, and Fiscal Responsibility. A third three-year plan was developed in March 2004,

covering the period of 2004-2007, and including a vision statement. In September 2007, the fourth three-year plan was developed with new goals and objectives. A fifth three-year plan was developed on March 3, 2010. Finally, the sixth three-year strategic plan was developed on September 12, 2013. The following are the five strategic plan goals for 2013-2016. They are not in priority order:

- Vitalize the waterfront, Artesia Corridor, Riviera Village and Space Park
- Improve public infrastructure and facilities
- Increase organizational effectiveness and efficiency
- Build an economically vital and financially sustainable city
- Maintain a high level of public safety with public engagement

The City Manager provides monthly updates to the adopted six-month objectives to enable the Mayor and City Council to monitor the City's progress on the Strategic Plan.

#### Water Quality Implementation Matrix

On July 19, 2005, the City Council adopted a resolution to form a 15-member Water Quality Task Force. During their 12-month assignment, the Task Force developed a Recommendations Report. The Report was presented to a joint meeting of the City Council and Harbor Commission. The City Council directed staff to report back with a prioritized action plan for implementation. The Recommendations Implementation Matrix was received by the Council on November 21, 2006, with direction for staff to provide a status report to accompany the Strategic Plan reports. The monthly status update is attached.

#### Sustainability/ Green Task Force Priority Matrix

On January 16, 2007, the City Council adopted a resolution to form a 15-member Green Task Force to study and address a variety of environmental issues faced by the City. During their 12-month assignment (later extended to 15 months), the Task Force developed a Sustainable City Plan that included 26 recommendations. The Report was presented to the City Council on May 13, 2008. The City Council directed staff to assemble the recommendations into a matrix. On August 19, 2008, the City Council received and filed the Sustainability/ Green Task Force Priority Matrix and reviewed it on October 21, 2008. The monthly status update is attached.

#### Major City Facilities Priority List

On February 13, 2007, the City Council adopted the Major City Facilities Priority List. The Council requested that the list come back periodically for review. The attached version reflects the addition of the Dominguez Park Community Center as directed by

the City Council during adoption of the Fiscal Year 2007-2008 Budget on June 19, 2007.

### **COORDINATION**

All departments participated in the development of the Strategic Plan and in providing the attached update. Relevant departments have reviewed the Water Quality Implementation Matrix, Sustainability/Green Task Force Matrix, and Major City Facilities Priority List.

### **FISCAL IMPACT**

The total cost for this activity is included in the Mayor and City Council's portion of the FY 2013-2014 Adopted Annual Budget.

Submitted by:

*William P. Workman, City Manager*

#### Attachments:

- Strategic Plan Update - Six-Month Objectives dated November 19, 2013
- Water Quality Implementation Matrix dated July 16, 2013
- Sustainability/ Green Task Force Implementation Matrix dated November 19, 2013
- Major City Facilities Priority List dated June 2007

**CITY OF REDONDO BEACH R SIX-MONTH STRATEGIC OBJECTIVES**  
 September 12, 2013 - March 1, 2014

ACM=Assistant City Mgr CD=Community Development PW=Public Works WED=Waterfront and Economic Development CS=Community Services

**THREE-YEAR GOAL: VITALIZE THE WATERFRONT, ARTESIA CORRIDOR,  
 RIVIERA VILLAGE AND SPACE PARK**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Oct. 31, 2013	WED Dir. and Planning Dir.	Present to the City Council for consideration a revised MOU and contract for an Environmental Impact Report (EIR) for the Center Cal Development.	X			
2. Feb. 1, 2014	City Manager, CD Dir., and PW Dir.	Complete the planning, including staffing, for the three Artesia Mini-Strategic Plan tasks: the renaming of Artesia Blvd., the Specific Plan for Artesia Blvd, and the potential formation of a Business Improvement District (BID).		X		
3. Feb. 1, 2014	Harbor Master – lead, PW Dir. and WED Dir.,	Present to the City Council for review plans and specs for transient vessel moorings.		X		Currently on target, but configuration of harbor bottom may require a change in the mooring anchor, which may alter the timeline. CCC is being consulted.
4. Mar. 1, 2014	City Manager – lead, Mayor and City Council	Engage in advocacy efforts to retain funds for contracts and R&D for Northrup at Space Park and report the results to the City Council.		X		
5. March 15, 2014	PW Dir. – lead, WED Dir., Harbor Master, CS Dir.	Present to the City Council for review an updated plan and schedule for the Moonstone Park.		X		
6. March 15, 2014	PW Dir. working with the CD Dir. and the Riviera Village BID	Evaluate the feasibility of implementing streetscape design changes to increase outdoor dining opportunities in Riviera Village and report results to the City Council.		X		
7. March 15, 2014	PW Dir., with input from the Harbor Commission and business community	Recommend to the City Council for action a new name for Torrance Blvd.		X		

8. FUTURE OBJECTIVE	Harbor Master and City Attorney	Present to the City Council for review regulations for paddle sports in King Harbor.	X	No change: Staff limits prevent moving this matter forward for now.
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# Administrative Report

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Council Action Date: November 19, 2013

**To: MAYOR AND CITY COUNCIL**

**From: MIKE WITZANSKY, PUBLIC WORKS DIRECTOR**

**Subject: APPROVE AN AMENDMENT TO THE AGREEMENT WITH MARIPOSA LANDSCAPES FOR MAINTENANCE OF POTTED PLANTS IN THE PIER/HARBOR AREA TO INCLUDE 25 ADDITIONAL PLANTER POTS FOR AN ANNUAL COST NOT TO EXCEED \$5,177**

## **RECOMMENDATION**

- 1) Approve the First Amendment to the agreement with Mariposa Landscapes for maintenance of potted plants in the pier/harbor area to include 25 additional planter pots for an annual cost not to exceed \$5,177; and
- 2) Authorize the Mayor to execute the attached amendment on behalf of the City.

## **EXECUTIVE SUMMARY**

Approval of this item will amend the existing agreement with Mariposa Landscapes to maintain potted plants in the pier/harbor area to include 25 additional planter pots. The annual cost for the extra services will not exceed \$5,177. The new total annual cost of the agreement will not exceed \$17,309.

## **BACKGROUND**

In October 2011 the City entered into a three-year agreement with Mariposa Landscapes to provide maintenance services for 46 potted plants and 20 rectangular planters installed in the pier/harbor area as part of the Waterfront Revitalization Project. The services are provided to ensure the plants remain attractive and healthy and include regular watering, weeding, pruning, pest control and replacement of unhealthy plants. As 25 more planter pots were recently added to the area, it is necessary to amend the maintenance agreement to include the additional work. The new pots have been placed throughout the pier and International Boardwalk area to beautify the Parcel 10 site and points of entry to the parking structure.

Mariposa Landscapes has proposed to maintain the additional planters for a base cost of \$245 per month. The estimated annual cost for the additional services is as follows:

Regular maintenance	\$2,940 (\$245.00 per month)
Replacement materials	\$1,767 (\$147.25 per month)
10% contingency	<u>\$470</u>
Total	\$5,177

The annual not to exceed cost for the current services in the agreement is \$12,132. The revised not to exceed cost will be \$17,309.

Staff is pleased with the quality and consistency of the services provided by Mariposa and the proposed cost for including the new pots is appropriately scaled.

**COORDINATION**

The City Attorney's office has prepared and approved the amendment as to form.

**FISCAL IMPACT**

The annual cost for maintenance services for 25 additional planter pots in the pier/harbor area will not exceed \$5,177. Funding for the additional services is available in the Public Works Department's annual Harbor Tidelands Fund operating budget.

**Funding:**

Harbor Tidelands Fund	\$5,177
Total	<u>\$5,177</u>

**Expenditures:**

Mariposa Landscapes	\$5,177
Total	<u>\$5,177</u>

Submitted by:  
Mike Witzansky  
Public Works Director

Approved for forwarding by:  
William P. Workman  
City Manager

rosborne

Attachments:

- Amendment

**FIRST AMENDMENT TO THE  
AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND MARIPOSA LANDSCAPES, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Mariposa Landscapes, Inc., a California Corporation ("Consultant").

WHEREAS, on October 18, 2010, the parties hereto originally entered into the Agreement for Project Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement pursuant to Section 21 of the Agreement.

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

1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which provides that Consultant shall service an additional 25 potted plants. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the monthly compensation paid to Consultant to \$895. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibits "A" and "A-1".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement. In the event of any inconsistency between the terms of the Agreement and the First Amendment, the terms of this First Amendment shall govern.



IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 19<sup>th</sup> day of November, 2013.

CITY OF REDONDO BEACH

MARIPOSA LANDSCAPES, INC.

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:



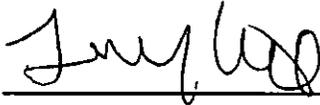
*V.S.*  
\_\_\_\_\_  
City Attorney's Office

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 19<sup>th</sup> day of November, 2013.

CITY OF REDONDO BEACH

MARIPOSA LANDSCAPES, INC.

\_\_\_\_\_  
Mayor

By: 

Name: Terry Noriega

Title: President

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**EXHIBIT "A-1"**

**SCOPE OF SERVICES/CONTRACT SPECIFICATIONS**

**SCHEDULE OF POTTED PLANTS**

Consultant shall service 25 additional potted plants. The revised quantities for the potted plants are as follows.

<u>Diameter</u>	<u>Quantity</u>
14.5"	1
19"	7
20"	21
24"	16
25"	7
30"	5
32"	14
<b>Total</b>	<b>71</b>

Pot heights range from 18" to 33"



**EXHIBIT "C-1"**

**COMPENSATION**

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

1. Amount: Consultant shall be paid a monthly fee of \$819. An additional 15% markup may be added to replacement plants.
2. Method of Payment: Consultant shall provide invoices to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. The invoice shall be based upon the time spent during the previous month. Consultant may be required to provide back-up material upon request.
3. Schedule for Payment: City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.



**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND MARIPOSA LANDSCAPES, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach ("City") and Mariposa Landscapes, Inc., a California corporation (hereinafter "Contractor" or "Consultant").

The parties hereby agree as follows:

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

\*\*\*\*\*

**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. **City Property.** All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. **Inspection.** If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. **Services.** The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. **Records.** Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. **Changes and Extra Work.** All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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

In the event City determines that such work does not constitute extra work, Contractor 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 Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

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

12. **Termination in the Event of Default.** Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement. Contractor 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.** Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. **Indemnity.** To the fullest extent permitted by law, Contractor 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 or claimed to arise, directly or indirectly, out of Contractor'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 for such loss or damage caused by the sole negligent acts 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.** Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, non-discrimination laws and prevailing wage laws.
18. **Limitations upon Subcontracting and Assignment.** Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. **Subcontractors.** Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. **Integration.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. **Amendment.** This Agreement may be amended or modified only by a subsequent written 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 Contractor.
23. **Non-Exclusivity.** Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. **Exhibits.** All exhibits hereto are made a part hereof and incorporated herein by reference.
25. **Time of Essence.** Time is of the essence of this Agreement.
26. **Confidentiality.** To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. **Third Parties.** Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. **Attorneys' Fees.** In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. **Claims.** Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. **Interpretation.** Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. **Warranty.** In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. **Federal Funding.** In the event any portion of the consideration to be paid to Contractor shall be derived from federal sources, Contractor 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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

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.

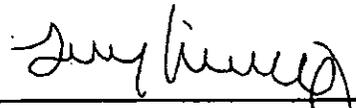
*[SIGNATURES FOLLOW ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 18<sup>th</sup> day of October, 2011.

CITY OF REDONDO BEACH

MARIPOSA LANDSCAPES, INC.

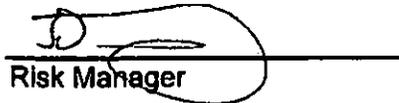
  
\_\_\_\_\_  
Mayor

By:   
\_\_\_\_\_  
Name: TERRY NORIEGA  
Title: PRESIDENT

APPROVED AS TO FORM:

APPROVED:

  
\_\_\_\_\_  
City Attorney's Office

  
\_\_\_\_\_  
Risk Manager

ATTEST:

  
\_\_\_\_\_  
Deputy City Clerk

## **EXHIBIT "A"**

### **SCOPE OF SERVICES/CONTRACT SPECIFICATIONS**

The scope of work includes the provision of all labor, materials, tools, and transportation as required and/or implied for the on-going maintenance of the planters and potted plants located in the Redondo Beach Pier and Harbor area, as listed below.

#### **Plant Maintenance**

Plant maintenance service is to consist of regular watering, pruning, leaf polishing, feeding, pest control and spraying. Maintenance service shall be provided twice per week or as often as needed to maintain plants in a healthy, attraction condition. Plant maintenance shall include replacement of plants that die, become unattractive or are in decline.

#### **Maintenance Materials**

The contractor shall provide all materials necessary for performing regular maintenance, including soils, fertilizers and pesticides.

#### **Replacement Materials**

The contractor shall provide the plants needed for all plant replacements. The contractor shall be compensated for the cost of replacement plants plus a negotiated mark-up.

Prior to performing plant replacements the contractor shall obtain approval from the City's Pier/Harbor Maintenance Supervisor or his designee.

The City reserves the right to bid all plant purchases. If the City purchases a plant from a source other than the contractor, the plant shall be guaranteed by the contractor after ninety (90) days.

#### **Personnel**

The selected proposer shall provide personnel who are knowledgeable and experienced in plant maintenance.

## SCHEDULE OF PLANTERS AND POTTED PLANTS

### Rectangular Planters

20 rectangular planters

Outside dimensions: 60" long x 22" high x 18" wide  
Inside dimensions: 54" long x 19" high x 12" wide

### Potted Plants

<u>Diameter</u>	<u>Quantity</u>
14.5"	1
19"	3
20"	17
24"	9
25"	5
30"	1
32"	8
<hr/>	
Total	46

Pot heights range from 18" to 33"

### Plant Materials

Materials contained in the pots and rectangular planters include but are not limited to the following:

Phorium Flax  
Variegata Ceanothus  
Ivy Geranium  
Variegata Dietes  
Variegata Cenothus Lemonica  
Variegata Coprosma  
Rosemary  
Convolvulus  
Lantana  
Mellaleuca  
Nesophila  
Juniperus  
Chamaerops Humilis

**Mediterranean Fan Palm  
Varg Coprosma Replensi  
Star Jasmine**

**Additional Planters and Pots**

During the term of the agreement additional pots and planters may be installed in the pier harbor area. The contractor shall perform maintenance services for the additional plants, subject to negotiation and amendment of agreement terms.

**EXHIBIT "B"**

**SCHEDULE FOR COMPLETION**

[Check one of the following:]

Project shall be completed by the following date: \_\_\_\_\_

Project shall be completed in phases as follows [attach additional sheets if necessary]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other [attach additional sheets if necessary]:

**Services are to be provided for a period of three years, beginning November 1, 2011, and ending October 31, 2014. The contract may be extended for an additional two-year period at the City's sole option. Contract terms for the extension period would be negotiated.**

**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 (attach cost schedule).
- Consultant's reasonable costs plus fixed fee.
- Hourly rate of \$ \_\_\_\_\_.
- Hourly rate of \$ \_\_\_\_\_ plus the cost of Consultant's materials.

**Attached Fee Schedule**

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.

Other [attach additional sheets if necessary]:

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**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.

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 if necessary]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other [attach additional sheets if necessary]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Fee Schedule

Cost for Monthly Services: \$574.00

Mark-Up Added to Replacement Plants: 15%

## EXHIBIT "D"

### Insurance Requirements for Contractors

To the fullest extent permitted by law, Contractor 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 or claimed to arise, directly or indirectly, out of Contractor's 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 for such loss or damage was caused by the sole negligent acts 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.

Without limiting Contractor'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 Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee Insurance Requirements for Contractors (10/1/03) 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 Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers 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 Contractor.

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

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

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

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part. Insurance Requirements for Contractors (10/1/03)

**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**

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements 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.

**Subcontractors**

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

**Risk Management**

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/06/2011

PRODUCER 909.599.7200 FAX 909.599.2700  
 CDS Insurance Services  
 License # OC88587  
 437 S. Cataract Ave. Suite 1  
 San Dimas, CA 91773

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Mariposa Landscapes Inc.  
 Mariposa Landscape Arizona Inc.  
 15529 Arrow Highway  
 Irwindale, CA 91706

INSURERS AFFORDING COVERAGE NAIC #  
 INSURER A: Wausau Underwriters Ins Co.  
 INSURER B: Scottsdale Insurance Co.  
 INSURER C:  
 INSURER D:  
 INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADPT	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A			GENERAL LIABILITY	YVJ-Z91-456651-021	04/01/2011	04/01/2012	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
			GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
			POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A			AUTOMOBILE LIABILITY	ASJ-Z91-456651-011	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			<input checked="" 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 checked="" type="checkbox"/> HIRED AUTOS					
			<input checked="" type="checkbox"/> NON-OWNED AUTOS					
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
			ANY AUTO				OTHER THAN EA ACC	\$
							AGG	\$
B			EXCESS / UMBRELLA LIABILITY	XLS0073498	04/01/2011	04/01/2012	EACH OCCURRENCE	\$ 4,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
			DEDUCTIBLE					\$
			RETENTION \$					\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
			OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*30 Days Notice of Cancellation except 10 days given for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Charles Swan*

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2011

**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).**

<b>PRODUCER</b> Kelley, Jiggins & Assoc. Insurance Brokers PO Box 60310 Pasadena, CA 91116-6310	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 626.396.1035      FAX (A/C, No): 626.396.1045 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
<b>INSURED</b> Mariposa Landscapes, Inc.; Mariposa Landscape Arizona Inc; El Natio Growers, Inc; Noriega Arizona LLC 15529 Arrow Highway Irwindale, CA 91706	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Security National Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Security National Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Security National Insurance															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 2011-2012**      **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	ADDITIONAL INSURER	INSURER	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				SWC1003021	04/01/2011	04/01/2012	<input checked="" type="checkbox"/> WC STATE/TORRY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101; Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Evidence of Coverage	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
04/01/2011

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).

<b>PRODUCER</b> Kelley, Jiggins & Assoc. Insurance Brokers PO Box 60310 Pasadena, CA 91116-6310		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 626.396.1035      FAX (A/C, No): 626.396.1045 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
<b>INSURED</b> Mariposa Landscape Arizona, Inc. 15529 Arrow Highway Irwindale, CA 91706		<b>INSURER(S) AFFORDING COVERAGE:</b> NAIC # INSURER A: Technology Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 2011-2012**      **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 (NSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	TWC3277892	04/01/2011	04/01/2012	X WC STATUTORY LIMITS	OTHER
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Evidence of Coverage	<b>CANCELLATION</b> 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 

C-1110-109

**GENERAL LIABILITY ENDORSEMENT**  
**CITY OF REDONDO BEACH**  
**415 DIAMOND STREET**  
**REDONDO BEACH, CA 90277**

**POLICY INFORMATION**

Insurance Company Wausau Underwriters Ins. Co. Policy Number YVJ-Z91-456651-021  
Policy Term (From) 4/01/2011 (To) 4/01/2012 Endorsement Effective Date 4/01/2011  
Named Insured Mariposa Landscapes, Inc.  
Address of Named Insured 15529 Arrow Highway, Irwindale, CA 91706  
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 /  
General Liability Aggregate Applies Separately to This Project/Location: Yes X No \_\_\_\_\_  
Deductible or Self-Insured Retention (None unless otherwise specified): None  
Coverage is equivalent to Commercial General Liability occurrence form CG 0001: Yes X No \_\_\_\_\_

**POLICY AMENDMENTS**

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

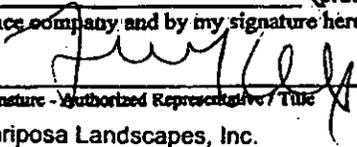
**INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

(Name/Department)  
CDS Insurance Agency  
(Company)  
437 S. Cataract Ave. Suite 1  
(Address)  
San Dimas, CA 91773  
(City/State/Zip)  
909-599-7200  
(Phone)

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, Terry Noriega (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

  
Signature - Authorized Representative / Title  
Mariposa Landscapes, Inc.  
Organization  
15529 Arrow Highway, Irwindale, CA 91706 626-960-0196  
Address/Telephone  
September 1, 2011  
Date

**AUTOMOBILE LIABILITY ENDORSEMENT**  
**CITY OF REDONDO BEACH**  
**415 DIAMOND STREET**  
**REDONDO BEACH, CA 90277**

**POLICY INFORMATION**

Insurance Company Scottsdale Insurance Co. Policy Number ASJ-Z91-456651-011  
Policy Term (From) 4/01/2011 (To) 4/01/2012 Endorsement Effective Date 4/01/2011  
Named Insured Mariposa Landscapes, Inc.  
Address of Named Insured 15529 Arrow Highway, Irwindale, CA 91706  
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 /  
Deductible or Self-Insured Retention (None unless otherwise specified): None  
Coverage equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025:  
Yes  No

**POLICY AMENDMENTS**

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
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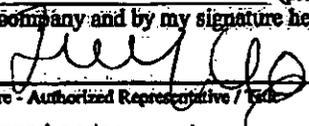
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(Name/Department) \_\_\_\_\_  
CDS Insurance Agency  
(Company) \_\_\_\_\_  
437 S. Cataract Ave, Suite 1  
(Address) \_\_\_\_\_  
San Dimas, CA 91773  
(City/State/Zip) \_\_\_\_\_  
909-599-7200  
(Phone) \_\_\_\_\_

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, Terry Noriega (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

  
Signature - Authorized Representative / Title \_\_\_\_\_  
Mariposa Landscapes, Inc.  
Organization \_\_\_\_\_  
15529 Arrow Highway, Irwindale, CA 91706 626-960-0196  
Address/Telephone \_\_\_\_\_  
September 1, 2011  
Date \_\_\_\_\_



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# Administrative Report

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City Council Action Date: November 27, 2013

**To: MAYOR AND CITY COUNCIL**

**From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: ESCROW AGREEMENT WITH ZISLIS BOUTIQUE HOTELS FOR SOIL IMPROVEMENT WORK**

## **RECOMMENDATION**

Approve the Escrow Agreement with Zislis Boutique Hotels for soil improvement work at Shade Hotel site and authorize mayor to sign.

## **EXECUTIVE SUMMARY**

In May of 2013, the City Council approved a third amendment to the ground lease with Zislis Boutique Hotels ("Zislis") for the site of the future Shade Hotel Redondo Beach at 655 North Harbor Drive. A key component of this agreement was the requirement for an escrow account providing for payment of the costs for required soil improvement work on the site. The requirement was established to ensure completion of the work in advance of final financing commitments for the hotel. An escrow agreement was approved by the City Council on August 20<sup>th</sup>, 2013 for the soil work, but subsequent to that agreement it was discovered that the engineering technique proposed would not work. The lessee has now engaged with a new contractor to provide the services. The new technique proposed by the new contractor has been tested and approved by the City's Engineering Department. The escrow agreement attached for consideration has been updated to reflect the new contractor and the new contract price.

## **BACKGROUND**

In June of 2008, the City issued a request for qualifications and proposals for the site at 655 N. Harbor Drive. 13 proposals were received and Zislis Boutique Hotels and the 'Shade Hotel' brand were selected as the preferred partner and development concept for the site. After this selection, a ground lease was finalized with the hotelier providing for the construction of the hotel. The project received its first set of entitlements from the Redondo Beach Harbor Commission in September 2011.

After the Harbor Commission approvals in 2011, the lessee performed additional soils samples and other site specific due diligence. This data revealed challenging soils conditions and presented significant difficulty with subterranean parking on the site, as the approved development program had contemplated. The lessee and the City reengaged in discussions regarding lease terms in an effort to find a solution that would benefit both parties and facilitate the project. The second amendment to the ground lease made several modifications to the lease, which provided a mutually beneficial solution. The key components to the second lease amendment included the provision of alternate surface parking by the City, the commencement of base rent payment, and the establishment of other project milestones. The updated hotel

**ESCROW AGREEMENT WITH ZISLIS BOUTIQUE  
HOTELS FOR SOIL IMPROVEMENT WORK**

**November 27, 2013**

plan, with the above referenced surface parking change, was approved by the Harbor Commission in a public hearing on October 8<sup>th</sup>, 2012.

In May of 2013, due to lessee's difficulties with project architecture and financing, The City Council granted a 120 extension to the deadlines for financing and start of construction. In addition to the extension, this third amendment also required payment of an extension fee and the establishment of an escrow account for required soil improvement work on the site. The soil improvement or earthwork consists of installation of pilings under the foundation, necessitated by the potential for liquefaction in the area. Without final financing approved for the hotel, the City Council mandated that an escrow account be established for payment of the earthwork contractor for installation of these piles. In the event that the lessee is not able to complete the earthwork, the agreement provides for the City's ability to draw on the escrowed funds for completion.

On August 20<sup>th</sup>, 2013, the City Council approved an escrow agreement with Zislis so that a permit could be issued to begin the earthwork. Subsequent to that approval, it was established, through testing at the site, that the soil improvement technique being proposed by the contractor, Hayward Baker, would not work due to underground obstructions. Since that time, Zislis has had to identify and engage with a new contractor and a new technique for soil improvement. The new technique has been tested and approved by the City's Engineering Department and a grading permit is ready to be issued. The attached escrow agreement is the same form as was approved by the City Council in August, but has been updated to reflect the new contractor, Foundation Services Corporation and the new total cost, \$485,000.

**COORDINATION**

The Waterfront and Economic Development Department coordinated on the development of this agreement with the City Attorney's Office, the Community Development Department, and the lessee, Zislis Boutique Hotels, LLC.

**FISCAL IMPACT**

This agreement has no direct fiscal impact. That said, the escrow agreement mitigates the risk of an incomplete piling installation by the lessee and their contractor. The cost to the City to complete this job and return the site to usable condition, if the lessee were not able, could be as much as \$485,000.

Submitted by:  
*Pete Carmichael*  
*Waterfront and Economic*  
*Development Director*

Approved for forwarding by:  
*William P. Workman, City Manager*

**Attachment:**

- Escrow Agreement with Zislis Boutique Hotels for soil improvement work

**e-escrows, inc.**  
2501 N. Sepulveda Blvd. Suite 110 • Manhattan Beach, CA 90266  
Telephone: (310) 802-1888 • Fax: (310) 802-1998  
Email: info@e-escrows.com • Web: www.e-escrows.com



## ESCROW INSTRUCTIONS

Date: 11/27/2013

TO: e-escrows, inc.

Escrow Officer: **Diann L. Woods**  
Escrow Number: **18494-06**

**E-ESCROWS, INC., is licensed by the State of California,  
Department of Corporations, License #963-1844.**

**Redondo Beach Hospitality Company, LLC, and Harbor Drive Development Company, LLC, collectively (hereinafter known as "Lessee") agrees with the City of Redondo Beach (hereinafter known as "Lessor") as follows. The parties hereto shall deliver these signed escrow instructions to e-escrows, inc., (hereinafter known as Escrow Holder), within 5 calendar days after receipt of same.**

Furthermore, I/we will execute and deliver any instruments and/or funds which this escrow requires.

### ESCROW INSTRUCTIONS:

1. Deposit of funds: Lessee will cause to be deposited funds in the amount of \$485,000.00 into the escrow trust account at City National Bank, account 555-139853, in the name of e-escrows, inc. reference escrow #18494-06. The account shall be maintained pursuant to the rules and regulations of City National Bank for escrow trust accounts (which are non-interest bearing).

In the event any of the charges stated in such Contract are paid directly by Lessee to Foundation Service Corp prior to the initial deposit into such escrow account, the amount deposited into the escrow account shall be reduced by the amount of such direct payment made to Foundation Service Corp. In the event the charges required under Foundation Service Corp Contract Agreement dated Oct. 16, 2013, are increased, Lessee shall give notice to Lessor of such increase and shall increase the amount deposited into the escrow account by the amount of such increase within 15 days.

2. Escrow Procedure and Payment Instruction: The funds shall be held in accordance with the terms of this Escrow Instruction and shall be disbursed by Escrow Holder as follows:

a. Upon receipt of written instructions from the Lessee (no signature shall be required from Lessor) to make a specified payment to Foundation Service Corp, together with a copy of an invoice from Foundation Service Corp requiring such payment and a certification from Lessee that the payment is for work which has been performed in accordance with the Contract Agreement between Foundation Service Corp and Lessee dated Oct. 16, 2013, Escrow Holder shall make such specified payment directly to Foundation Service Corp (provided that such written instructions from Lessee shall confirm to Escrow Holder that Lessee has sent a copy of such directions and invoice to the Lessor on or prior to the date of sending such items to Escrow Holder).

b. Upon Escrow Holder's receipt of (i) written confirmation from Foundation Service Corp that all of the work required under the Contract Agreement has been completed, and that Foundation Service Corp has been paid in full for all services required by the Contract Agreement, and (ii) written confirmation of the issuance of an unconditional lien waiver and release by Foundation Service Corp, any balance remaining in the escrow account shall be returned to the Lessee.

c. If Lessee causes the work pursuant to the Contract Agreement to be suspended or terminated prior to completion (subject to delays which are due to causes beyond the control and without the fault of the Lessee), Lessee shall cause such work to be resumed within ten (10) days of notice thereof from Lessor. If Lessee fails to cause such work to be resumed within such ten (10) day period, Lessor may, in its discretion, cause such work to be performed by Foundation Service Corp or by another contractor selected by Lessor, and Escrow Holder shall make payments for the cost of such work through disbursements from the escrow account as directed by Lessor, and no approval by Lessee shall be required for the disbursement of such sums from the escrow account. Lessor shall send a copy of such directions and invoice to the Lessee on or prior to the date of sending such items to the Escrow Holder.

3. Escrow Term: The term of this escrow shall terminate when all funds on deposit for this transaction have been disbursed pursuant to paragraph 2 as set forth hereinabove and paragraph 4 below.

4. Fees and Expenses: Escrow Holder shall have the right to withhold an amount equal to any amount due and owing to Escrow Holder, plus any costs and expenses the Escrow Holder shall reasonably believe will be incurred by Escrow Holder in connection with the consummation of this Escrow. The escrow fee is \$750.00 and this includes the first 5 disbursements, each additional disbursement shall be \$20.00 per disbursement.

5. Lessee agrees that it shall not make any revisions to the Contract Agreement without the prior written approval of Lessor, which approval shall not unreasonably be withheld.

In addition, you are authorized and instructed to reimburse part(ies) advancing funds on my/our behalf for items which may include, but are not limited to, messenger fees.

The foregoing terms, provisions, conditions and instructions are hereby approved and accepted in their entirety and concurred with by me/us.

Lessee:

Redondo Beach Hospitality Company, LLC

By:   
Michael Zislis, Manager

Lessor:

City of Redondo Beach

By: \_\_\_\_\_

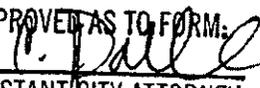
Harbor Drive Development Company, LLC

By:   
Michael Zislis, Manager

The undersigned hereby agrees to the above stated terms.

E-Escrows, Inc.

By: \_\_\_\_\_  
Diana L. Woods, Escrow Officer

APPROVED AS TO FORM:  
  
ASSISTANT CITY ATTORNEY

END OF INSTRUCTIONS



## ADDITIONAL ESCROW INSTRUCTIONS AND PROVISIONS

1. You are instructed to deposit all funds received by you with any state or national bank, state or federal savings bank, or state or federal savings and loan association, in a trust account in the name of escrow holder, without any liability for payment of interest. The funds may be withdrawn by you and disbursed according to the instructions of the parties. All deposits made by personal check, cashier's check, certified check or deposit other than wire transfer are subject to clearance and payment by financial institution on which drawn. All disbursements are to be made by check to escrow holder from the trust account. Neither you nor any of your employees will identify any payee or guarantee signatures of any person or entity at any financial institution. Funds deposited into escrow in the form of check, draft or similar instrument will be identified as collected funds when the escrow holder's financial institution confirms that the funds are available for disbursement.
2. Your duty is to act as escrow holder ONLY and does not commence and escrow shall not be deemed open until mutual escrow instructions, signed by all parties, are received by you. Until mutually executed escrow instructions are received, either party may unilaterally revoke these instructions by written request delivered to you and may withdraw any funds, instruments, documents or items previously handed to you.
3. Any funds disbursed during or on the close of escrow will be issued jointly to the parties designated as payees unless you are instructed otherwise in writing by all designated payees. Item 2 as set forth on page 1 of these instructions are an exception to this provision. All disbursements of funds and/or delivery of other documents or instruments concerning this escrow will be mailed to the entitled parties by regular first-class mail, postage prepaid, at their respective addresses shown on file. However, at your discretion, you may send funds and/or other instruments or documents by certified or registered mail, Federal Express, messenger or facsimile machine, in which case the party for whom the delivery was made, agrees to pay the costs.
4. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY CONTAINED IN THESE ESCROW INSTRUCTIONS OR SUPPLEMENTS OR AMENDMENTS, ESCROW HOLDER SHALL NOT BE RESPONSIBLE FOR THE SUFFICIENCY, VALIDITY OR CORRECTNESS OF ANY SIGNATURE OF ANY PRINCIPAL TO THIS ESCROW OR ANY THIRD PARTY TO THIS ESCROW, NOR THE SUFFICIENCY OR CORRECTNESS AS TO FORM, MANNER OF EXECUTION OR VALIDITY OF ANY DOCUMENTS DEPOSITED IN THIS ESCROW, NOR AS TO THE IDENTITY, AUTHORITY, OR RIGHT OF ANY PERSONS EXECUTING THE SAME, EITHER AS TO DOCUMENTS OF RECORD TO THOSE HANDLED IN THIS ESCROW. SHOULD THE PARTIES DESIRE THAT YOU VERIFY THE SIGNATURES ON INSTRUCTIONS RECEIVED BY YOU, THE PARTY(IES), WITHOUT FURTHER INSTRUCTIONS, AUTHORIZE THE PAYMENT OF AN ESCROW FEE COMPUTED AT TWO TIMES YOUR REGULAR ESCROW FEE AND WILL DELIVER SEPARATE WRITTEN ESCROW INSTRUCTIONS SPECIFICALLY INSTRUCTING YOU TO DO SO. Further, you shall not be responsible for the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in these escrow instructions. Your duties shall be limited to the safekeeping of money and documents received by you as escrow holder and for the disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection maturity, or apparent outlaw of any obligations deposited with you unless otherwise instructed in writing.
5. If it is necessary, proper or convenient for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents, or both, handed you under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, subject to your order at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.
6. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any law regulating land division, zoning ordinances or building restrictions which may affect the land or improvements that are the subject of this escrow. You, as escrow holder, are relieved of all responsibility and liability in connection with such laws, ordinances, restrictions or regulations and are not to be concerned with any of their enforcement.
7. You are authorized to deliver copies of all escrow instructions, supplements and amendments, estimated and final closing statements, and notices of cancellation, if any, to the attorney(s) for the parties, upon the parties oral or written request. You shall not incur any liability for said delivery.
8. You shall make no physical inspection of the real property or personal property described in any instruments deposited in, or which is the subject of this escrow. You have made no representations or warranties concerning any such real property or personal property and are not to be concerned with, or liable for, the condition of real property or personal property.
9. The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions.
10. The parties agree that you have the responsibilities of an escrow holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions in connection with this escrow: (1) you shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property; (2) you shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) you shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other escrow in connection therewith, although such other transaction may be handled by you in this escrow or in any other escrow transaction. If you are instructed in writing by any party, lender or other entitled person to make any such disclosure, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omissions done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by your willful neglect or gross misconduct.



11. Your escrow holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or cancelled within the described six (6) month period, you shall have no further obligations as escrow holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction. If the conditions of this escrow have not been complied with at the expiration date in these escrow instructions, you are instructed to complete the conditions by the earliest possible date, unless The parties hereto have made written demand upon you for the return of the funds and/or instruments deposited by the parties hereto and/or for cancellation of this escrow. Should demands be made upon you, you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages until mutual cancellation instructions signed by all parties have been deposited with you.

The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including, but not limited to attorneys' fees, arbitration fees and costs and reasonable escrow fees for the services rendered by you, the parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this if effective. The parties agree that said charges for expenses, costs and fees may be apportioned between the parties hereto in a manner which, at your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual cancellation instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order or judgment and accompanying writ and this escrow shall, without further notice, be considered terminated and cancelled.

12. The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations, or other items that are necessary to enable you to comply with demands made on you by third parties, or to otherwise carry out the terms of their instructions and close this escrow. If conflicting demands or notices are made or served upon you or any controversy arises between the parties or with any third person arising out to or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and in performance of this escrow until you receive written notification satisfactory to you of the settlement of the controversy by written agreement of the parties, or by the final order or judgment of a court of competent jurisdiction.

All of the parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against all administrative governmental investigations, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind (collectively "costs") which in good faith you may incur or suffer in connection with or arising out of this escrow, whether said costs arise during the performance of or subsequent to this escrow, directly or indirectly, and whether at trial or on appeal, in administrative action, or in an arbitration. You are given a lien upon all the rights, title and interest of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any fees, costs or expenses due you under the escrow instructions or do not pay for costs and attorneys' fees incurred in any litigation, administrative action and/or arbitration, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expenses, whether attorneys' fees are incurred before trial, at trial, on appeal or in arbitration.

13. ALL NOTICES, DEMANDS AND INSTRUCTIONS MUST BE IN WRITING. No notice, demand, instruction, amendment, supplement or modification of these escrow instructions shall be of any effect in this escrow until delivered in writing to you and mutually executed by all parties. AS SET FORTH ABOVE, YOU HAVE NO DUTY TO AND SHALL NOT VERIFY THE SIGNATURES OF ANY PARTIES OR NON-PARTIES UNLESS FURTHER WRITTEN ESCROW INSTRUCTIONS TO DO SO ARE RECEIVED AND THE ADDITIONAL ESCROW FEES ARE DEPOSITED. Any purported oral instruction, amendment, supplement, modification, notice or demand deposited with you by the parties or either of them shall be ineffective and invalid. You are to be concerned only with directives expressly set forth in the escrow instructions, supplements and amendments thereto, and are not to be concerned with nor liable for items designated as "memorandum items" or "matters of record only" in the escrow instructions.

14. These escrow instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute the same document.

15. If any check submitted to you is dishonored upon presentation for payment, you are authorized to notify all parties to the within escrow, their respective agent(s) and other person or entity you deem in your sole discretion necessary to notify. You are further authorized to charge the party depositing same a reasonable handling fee for each dishonored instrument.

16. Wherever the context so requires the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

17. The parties acknowledge and understand that you, as escrow holder, are not authorized to practice the law nor do you give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal consequences, financial effects or tax consequences of the within escrow transaction.

18. You are authorized to destroy or otherwise dispose of any and all documents, papers, escrow instructions, correspondence and records or other materials constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow, (2) the date of cancellation; or (3) the date of the last activity, without liability and without further notice to the parties.

19. The parties agree to release you from any and all liability of any kind or nature and to indemnify you from any loss, damages, claims, judgments, or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is a violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of your representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advice in assessing the risks associated with potential hazardous or toxic wastes.

20. The parties' Signatures on all escrow instructions and instruments pertaining to the within escrow indicates their unconditional acceptance and approval of the same and you are entitled to rely on the parties' execution.

We, jointly and severally, acknowledge receipt of a complete copy of the within escrow instructions and additional escrow instructions and conditions and by our signatures set forth below, acknowledge that we have read and understand and agree to the same in their entirety.

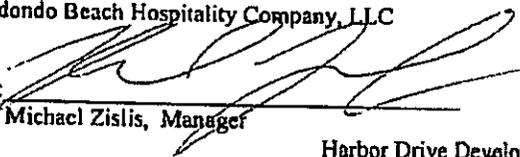
Lessee:

Lessor:

Redondo Beach Hospitality Company, LLC

City of Redondo Beach

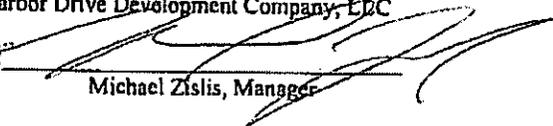
By:

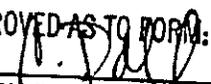
  
Michael Zislis, Manager

By:

Harbor Drive Development Company, LLC

By:

  
Michael Zislis, Manager

APPROVED AS TO FORM:  
  
ASSISTANT CITY ATTORNEY



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# Administrative Report

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Council Action Date: December 3, 2013

**To: MAYOR AND CITY COUNCIL**

**From: PETE CARMICHAEL, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: ADOPT RESOLUTION NO. CC-XXXX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING FREE PARKING WITHIN THE PIER AND PLAZA PARKING STRUCTURES FOR THE 2013 HOLIDAY SEASON -- DURING THE HOURS OF 8AM TO 8PM FROM DECEMBER 14, 2013 THROUGH DECEMBER 30, 2013**

## **RECOMMENDATION**

Adopt Resolution No. CC-xxxx to allow for free holiday parking at the Pier and Plaza Parking Structures (Parking Structures) between the hours of 8 am and 8 pm daily from Saturday, December 14, 2013 through Monday, December 30, 2013.

## **EXECUTIVE SUMMARY**

Offering limited free holiday parking at the Parking Structures two weeks prior to (and including) Christmas Day began in 1992 as a way to promote and encourage business during the holiday season. The Pier and Boardwalk merchants have relied on the City to continue this goodwill gesture. If approved, free holiday parking at the Parking Structures would commence Saturday, December 14, 2013 and continue through Monday, December 30, 2013 between the hours of 8 am and 8 pm.

## **BACKGROUND**

From 1992 to 2005 the City suspended the parking fees in the Parking Structures between 8 am and 7 pm over a two week period during weekdays only. In 2005, the hours were amended to 11 am to 8 pm and added weekend days. The purpose of suspended parking fees was to attract holiday gatherings and shopping to Waterfront restaurants and shops during daytime and early evening hours.

Last year, free holiday parking was offered between 8am and 8pm from Monday, December 10, 2012, through Friday, December 28, 2012. The actual parking revenue was \$4,560.60 for this period last year; a low figure due to the installation of the new pay-by-space system at the beginning of the free parking period. Additional revenue was generated before 8 a.m. and after 8 p.m. daily enabling a total of \$28,349.30 for the entire month of December. The amount forfeited to free parking is estimated to be approximately \$30,000.

This year, staff proposes to offer free parking to visitors for the period of 8am to 8pm from December 14 through December 30. During this period, it is estimated that the waiver of

**Administrative Report**

December 3, 2013

Resolution No. CC-xxxx, Allowing Free Parking at the Pier and Plaza Parking Structures During the 2013 Holiday Season

Page 2

parking fees will forfeit approximately \$30,000 in visitor revenue over the 17-day period. Total revenue for the month outside of free periods is expected to approach \$45,000.

The Pier and Boardwalk merchants have expressed appreciation in the past, and support the City's waiving of parking fees for the Parking Structures. The period was selected to coincide with the proposed free parking period for the Riviera Village, then expanded to include the weekend of 'Santa on the Pier' and 'Holiday Boat Parade' events.

City Council approval is requested to waive the parking fees from Saturday, December 14, 2013, through Monday, December 30, 2013, between the hours of 8 am and 8 pm.

**COORDINATION**

Staff will implement the free holiday parking period via the new pay-by-space software system, and will notify the Pier and Boardwalk merchants to allow for promotional opportunities. Additionally, free parking information will be distributed via the City's website. The City Attorney's Office has approved the Resolution as to form.

**FISCAL IMPACT**

It is estimated that the 17-day free holiday parking period will reduce December 2013 total parking revenue by approximately \$30,000. Nevertheless, total revenue for the month outside of free periods is expected to amount to \$45,000.

Submitted by:

Approved for forwarding by:

*Pete Carmichael, Waterfront & Economic Development Director*

*William P. Workman, City Manager*

Jallen

Attachment:

RESOLUTION NO. CC-XXXX, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING FREE PARKING WITHIN THE PIER AND PLAZA PARKING STRUCTURES FOR THE 2013 HOLIDAY SEASON – DURING THE HOURS OF 8AM TO 8PM FROM DECEMBER 14, 2013 THROUGH DECEMBER 30, 2013

**RESOLUTION NO. CC-1312-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROVING FREE PARKING WITHIN THE PIER AND PLAZA PARKING STRUCTURES FOR THE 2013 HOLIDAY SEASON -- DURING THE HOURS OF 8AM TO 8PM FROM DECEMBER 14, 2013 THROUGH DECEMBER 30, 2013**

WHEREAS, the City owns and operates two (2) parking structures along its Waterfront; and

WHEREAS, the Pier and Plaza Parking Structures have approximately 1,450 parking spaces, supplying parking for visitors of the Waterfront and nearby businesses; and

WHEREAS, visitors are charged a fee to park in each parking structure; and

WHEREAS, the City has traditionally provided free parking during certain hours for two weeks within this area during the holiday season; and

WHEREAS, the purpose of allowing free parking is to express holiday goodwill and to encourage the public to shop and dine in the Waterfront area during the holiday season.

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

SECTION 1. That the parking fees in the Pier and Plaza Parking Structures shall be waived from 8am to 8pm for the period of December 14, 2013 through December 30, 2013.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 3<sup>rd</sup> day of December, 2013.

\_\_\_\_\_  
Steve Aspel, Mayor

ATTEST:

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

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1312-101 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 3<sup>rd</sup> day of December, 2013, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



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# Administrative Report

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Commission Action Date: December 9, 2013

**To: HARBOR COMMISSION**

**From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: RECEIVE AND FILE A REPORT ON THE FINAL PROJECT PLANS AND SPECIFICATIONS FOR THE TRANSIENT VESSEL MOORING PROJECT**

## **RECOMMENDATION**

Receive and file a report on the final project plans and specifications for the Transient Vessel Mooring Project.

## **EXECUTIVE SUMMARY**

On June 5, 2012, the City Council approved the conceptual plans for the Transient Vessel Mooring Project, Job No. 70460. The final construction plans and specifications are ready for competitive bidding and are available for review at the Plans and Specifications Review Area located behind the Engineering permit counter at City Hall. The final mooring layout plan is attached to the administrative report for review. The Engineering cost estimate for construction of the project is \$182,000 and is within available budget.

## **BACKGROUND**

In the spring of 2008, the City contracted with Noble Consultants, Inc. and requested a comprehensive study to evaluate the feasibility of establishing a mooring basin that would accommodate transient vessels and could be constructed adjacent to the breakwater of the main channel in the King Harbor Marina.

On October 7, 2008, the City Council authorized staff to submit an application to the Department of Boating and Waterways for a vessel mooring grant for the potential installation of transient vessel moorings in the main channel of King Harbor Marina and adopted a resolution appropriating available Tideland Funds to meet matching grant requirements.

The City was successful in obtaining the grant and the City Council approved Transient Vessel Mooring Project, Job No. 70460 as part of the 2009-10 FY CIP Budget and

officially appropriated \$125,000 of Tideland Funds and \$125,000 of Department of Boating and Waterways National Boating and Infrastructure (BIG) Grant monies to complete project design and construction.

On August 17, 2010, the City Council awarded a design contract for the Transient Vessel Mooring Project to Bluewater Design Group, LLC in an amount not to exceed \$56,300. The contract included the preparation/design of a conceptual moorings layout, completion of project plans and specifications, and support services through project bidding and construction.

Three stakeholder meetings and a Harbor Commission meeting were later held and the comments from the meetings were incorporated into the project's conceptual design. The first stakeholder meeting was held on September 7, 2010, in which the proposed mooring layout used single point moorings with a Seaflex Anchoring System. The stakeholders expressed concern that the layout in the main channel of the King Harbor Marina was too big and that there was not enough space around the break wall for kayakers or enough width in the channel for boaters.

The second stakeholder meeting was held on February 21, 2012. The proposed mooring layout again used single point moorings with the Seaflex Anchoring System. The stakeholders expressed concern that while the layout was improved it did not give enough space near the north end turnout of the main channel for sailing clubs or enough space for commercial boats near the south end of the channel. To mitigate these issues the stakeholders suggested the use of a two point Avalon Style Mooring that would consolidate the mooring field and provide more space for boating activities.

The third stakeholder meeting was held on April 12, 2012, and used the suggested two point Avalon Style Mooring. The layout was generally well received. The stakeholder's only remaining request was that the eastern most row be moved in order to widen the main channel and allow the ten existing moorings to remain in place.

A Harbor Commission meeting to review the project was held on May 14, 2012. The Harbor Commission comments were incorporated into the final conceptual design, which was presented to the City Council for review and approval on June 5, 2012. The City Council approved the conceptual plans for the Transient Vessel Mooring Project and directed staff to obtain a Coastal Development Permit from the California Coastal Commission needed to initiate project construction.

On September 11, 2013 the California Coastal Commission voted to issue a Coastal Development Permit (Application No. 5-12-158) to the City to allow the installation of 25 new transient vessel moorings with six special conditions. The special conditions included, 1) public use of the moorings; 2) construction best management practices (BMPs) ; 3) protection of marine mammals; 4) pre-construction *Caulerpa* (underwater eel grass) surveys; 5) conformance with requirements of the resource agencies; and 6) assumption of risk for project development. The assumption of risk condition requires

the City to submit a written agreement to the Coastal Commission that assumes certain project risks, waives any liability on the part of the Coastal Commission and indemnifies the Coastal Commission. The marine mammal protection condition requires National Marine Fisheries Service review prior to relocation of the bait barge. The City's design consultant reconfigured the mooring installation scheme within the approved project boundaries to eliminate the need to relocate the bait barge.

Following approval from the Coastal Commission, staff members working with the hired design consultant completed final plans and specifications for the project, which are now ready for competitive bidding and are available for review at the Plans and Specifications Review Area located behind the Engineering permit counter at City Hall. The Engineering cost estimate for the project is \$182,000 and is within the available project budget. The City's strategic plan includes an objective to present final plans and specifications for the project to the City Council for consideration of approval by February 1, 2014. Staff anticipates presenting the final project plans and specifications to City Council in late December or early January.

### **COORDINATION**

This project has been fully coordinated between the Waterfront and Economic Development and Public Works Departments. The required liability agreement with the Coastal Commission was prepared by the City Attorney's office.

### **FISCAL IMPACT**

Funding for the project is included in the 2013-14 FY CIP Budget.

<u>Funding:</u>		<u>Expenditures:</u>	
CA DBAW Grant	\$ 125,000	Coastal Resources Management	\$4,964
Tidelands Project Funds	<u>\$ 125,000</u>	Bluewater Design Group, LLC	\$56,300
		Merkel & Associates	\$1,849
		Project Management	\$4,887
		Project Construction	<u>\$182,000</u>
TOTAL:	\$ 250,000	TOTAL:	<u>\$250,000</u>

Submitted by:



Pete Carmichael,  
Waterfront and Economic Development Director

Attachment:

- Mooring layout plan







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# Administrative Report

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Commission Action Date: December 9, 2013

**To: MEMBERS OF THE HARBOR COMMISSION**

**From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: PROCESS TIMELINE FOR BOAT RAMP / SEASIDE LAGOON FEASIBILITY STUDY AND GRANT APPLICATION**

## **RECOMMENDATION**

1. Review and provide feedback to the City Council on the process timeline for boat ramp / seaside lagoon feasibility study and grant application

## **EXECUTIVE SUMMARY**

A recreational boat ramp is an amenity that has been contemplated in King Harbor for many years. It is an important amenity that promotes boating and access for the community. Seaside Lagoon is a unique community asset and has also been the focus of much discussion with regard to its future. Tightening water quality restrictions and changes at the AES power plant present challenges for the future of the facility as currently operated.

At the July 30<sup>th</sup> City Council meeting, the City Council provided direction to proceed with an Environmental Impact Report based on the conceptual design proposed by CenterCal Properties. A new boat ramp on the South Turning Basin and the opening up of Seaside Lagoon to the waters of King Harbor were components of this plan and their impacts will be evaluated through the EIR process. In addition to the environmental analysis that will be conducted, the City is preparing to move forward with an engineering study to evaluate the feasibility of the boat ramp and the modifications at Seaside Lagoon. These studies will then be used to prepare grant applications for funding of the construction of both amenities.

The timeline being proposed here provides a blue print for the engineering feasibility analysis and primary grant application process. Staff is recommending that the Harbor Commission review this process and provide feedback for the City Council prior to their review of the timeline in the coming weeks.

## **BACKGROUND**

For many years the concept of a boat ramp in King Harbor has been a topic of discussion in the community. In 2006, the Harbor Commission and the City Council

adopted a set of guiding principles for Harbor Revitalization that included the identification of a feasible location for a boat ramp. Multiple preliminary studies have been conducted in the harbor to identify potential locations for a ramp focusing primarily on the South Turning Basin. In 2007, the City contracted for a preliminary study that identified multiple locations along the turning basin and in Basin III where the ramp could be located. An additional study, funded by the marinas, studied a separate location along the turning basin.

Similar to the Boat Ramp, Seaside Lagoon has long been a focus of the Harbor Revitalization process. The current operation of the lagoon as an enclosed swimming facility may present challenges in the future. Tightening water quality restrictions relative to the lagoon's discharge and the impending loss of the lagoon's heated water source as the AES generating facility moves away from 'once-through' ocean water cooling are primary amongst these challenges. With these issues in mind, potential adaptations of Seaside Lagoon were the focus of a study conducted by a City consultant in 2009.

On July 30, 2013, the City Council provided direction to move forward with an environmental impact report (EIR) for the waterfront revitalization concept proposed by CenterCal Properties. Their concept for the 15 acre site from the Pier to Portfino Way includes the construction of a new boat ramp at the north end of the south turning basin as well as the opening up of Seaside Lagoon to the waters of King Harbor as a protected public beach. The CenterCal concept was developed through a series of eight town hall style meetings from October, 2012 through May, 2013. During these meetings, both the concepts for both the boat ramp and the Lagoon were well received as a means to enhance the coastal recreation experience for residents and visitors.

The development of an EIR will begin shortly and will evaluate the potential environmental impacts of the various components of the CenterCal concept, including the boat ramp and the proposed changes at Seaside Lagoon. In parallel with this environmental review, the City is proposing to engage an outside consultant to evaluate the engineering feasibility of the boat ramp at the proposed location and the proposed modifications to Seaside Lagoon. This engineering feasibility study would then be included as a necessary component of grant and other funding applications from a variety of sources. One of the best potential sources is the State of California, through the Department of Parks and Recreation, Division of Boating and Waterways, which has a grant application deadline of April 1.

Staff is proposing the following timeline for engagement with a consultant for an engineering feasibility study as well as to solicit boater input on boat ramp configuration and apply for grant funds. The recommendation for the Harbor Commission is to review

**Administrative Report  
PROCESS TIMELINE FOR BOAT RAMP /  
SEASIDE LAGOON FEASIBILITY STUDY  
AND GRANT APPLICATION  
Page 3**

**December 9, 2013**

the summary process timeline and provide feedback to the City Council prior to their review in the coming weeks.

- 12/17/13: City Council to consider timeline for boat ramp / Seaside Lagoon Feasibility Study and Grant Application
- 1/21/14: City Council to consider contract with consultant for engineering feasibility study
- Feb. 2014: Boater input meeting on boat ramp configuration (specific date TBD)
- 2/10/14: Harbor Commission to provide input on boat ramp configuration
- 3/10/14: Harbor Commission to review Engineering Feasibility Study
- 3/18/14: City Council to review Engineering Feasibility Study
- 4/1/14: Boat ramp grant application due to State Department Dept. of Parks and Recreation

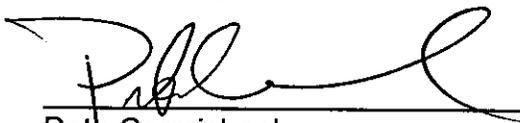
**COORDINATION**

The Waterfront & Economic Development Department coordinated with the Public Works Department on the development of this report.

**FISCAL IMPACT**

There is no cost associated with the development of the process timeline for this project. Staff will return to the City Council early next year with a contract that will identify specific costs for the consulting work. The study itself will include an estimate of costs for the actual construction of the new boat ramp facility and modifications to Seaside Lagoon.

Submitted by:



Pete Carmichael  
Waterfront & Economic Development Director



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# Administrative Report

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Commission Action Date: December 9, 2013

**To: MEMBERS OF THE HARBOR COMMISSION**

**From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: DISCUSSION OF FY 2013-14 CIP BUDGET**

## **RECOMMENDATION**

Receive and file this report

## **EXECUTIVE SUMMARY**

Find attached to this cover sheet the City Council adopted five year Capital Improvement Program (CIP) for the Harbor. This program and the project list is updated on an annual basis as part of the City Council's budget. The City Manager will be visiting the Harbor Commission in early 2014 to gather budget feedback as part of his budget preparation process.

The broader City budget can be accessed on the City website at the following web address [http://crb-internet/services/city\\_docs/budget.asp](http://crb-internet/services/city_docs/budget.asp)

## **FISCAL IMPACT**

There is no cost associated with this report.

Submitted by:

Pete Carmichael

Waterfront and Economic Development Director

**Previously Funded Carryover Projects  
Currently In Design, Out to Bid, or In Construction  
(As of 5/15/13)**

Project Category	Project Number	Project Title	FY 12-13 Appropriation	Estimated FY 12-13 Carryover
Waterfront	70530	Galveston Wall Improvements	\$ 261,000	\$ 149,516
Waterfront	70420	Harbor Trash Skimmers	\$ 34,062	\$ 33,154
Waterfront	70600	Moonstone Park Master Plan Design & Construction	\$ 2,705,000	\$ 2,450,844
Waterfront	70550	Pier Parking Structure Fire Main Repairs	\$ 150,000	\$ 142,930
Waterfront	70170	Relocation of Boat Launch (Planning & Design)	\$ 452,460	\$ 452,460
Waterfront	70460	Transient Vessel Mooring Installation	\$ 231,821	\$ 177,330
Waterfront	70560	Waterside Signage	\$ 75,000	\$ 75,000
			\$ 3,909,343	\$ 3,481,234

**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

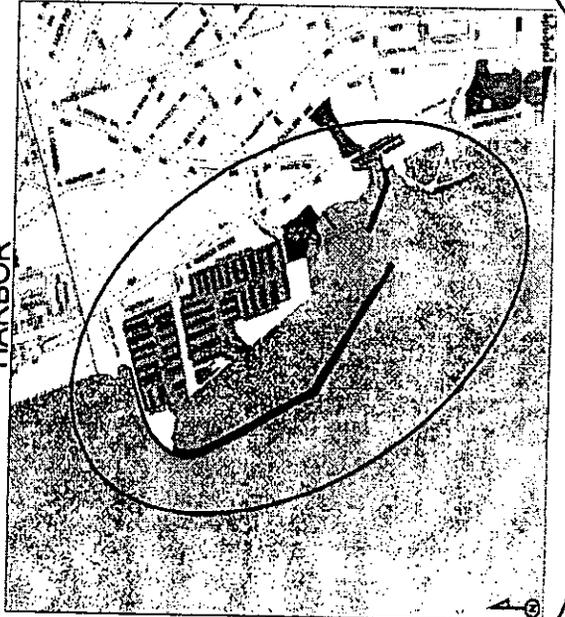
**PROJECT TITLE:**  
Harbor Dredging

**DEPARTMENT:** Public Works / Harbor

**PROJECT MANAGER:** Elaine Jeng

**ESTIMATED SCHEDULED:** Permits will be secured so dredging can occur in FY 14-15.

**Project Location**  
HARBOR



**PROJECT DESCRIPTION:**

In order to sustain appropriate depth for safe navigation into and out of King Harbor, this project will dredge the harbor. The project will be based on the survey that was conducted in FY 12-13.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to improve public facilities and infrastructure, maintain a high level of public safety, and vitalize the waterfront.

Funding Sources	Est. C/O	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Tidelands Funds			\$ 1,000,000			
<b>TOTAL</b>	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -

Project Costs	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Dredging	\$ -	\$ 1,000,000			
<b>TOTAL</b>	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -

**NOTES:**

[Empty box for notes]

**FUND:** 600 - Tidelands Funds

**PROJECT NO.:** New

**PROJECT TYPE:** Construction

**CATEGORY:** Harbor

**INITIAL YEAR OF FUNDING:** New

**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

**PROJECT TITLE:**  
Harbor Railing Replacement

**DEPARTMENT:** Public Works / Harbor

**PROJECT MANAGER:** Mazin Azzawi

**ESTIMATED SCHEDULE:** Installation of phase II to be completed in 2014.

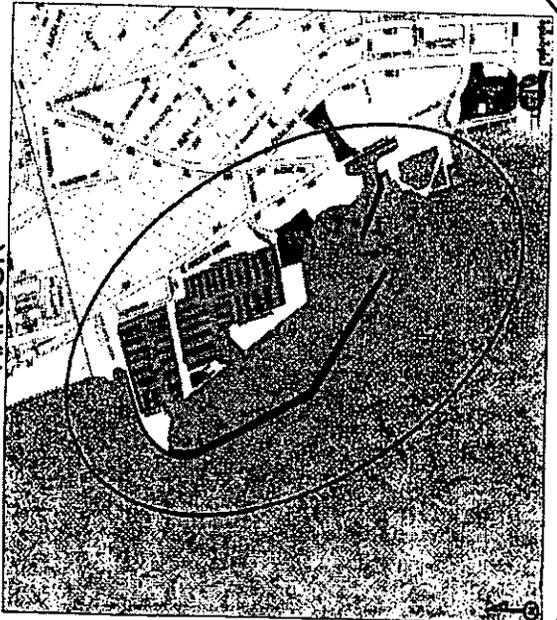
**PROJECT DESCRIPTION:**

Replace existing City railing around the entire Harbor including all the boat basins. Approximately 2 miles of railing should be replaced.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to maintain a high level of public safety, improve public facilities and infrastructure, and vitalize waterfront.

**Project Location  
HARBOR**



Funding Sources	Est. C/O	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Tidelands Funds	\$ 500,000			\$ 100,000	\$ 100,000	\$ 100,000
Uplands		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>TOTAL</b>	<b>\$ 500,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>

Project Costs	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Construction	\$ 350,000	\$ 350,000	\$ 200,000	\$ 200,000	\$ 200,000
<b>TOTAL</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>

**NOTES:**

FUND: 00 - Tidelands/601 - Uplands

PROJECT NO.: 70360

PROJECT TYPE: Construction

CATEGORY: Harbor

INITIAL YEAR OF FUNDING: FY 06-07

**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

**PROJECT TITLE:**  
Pier Parking Structure Critical Repairs

**DEPARTMENT:** Public Works / Harbor  
**PROJECT MANAGER:** Mazin Azzawi

**ESTIMATED SCHEDULE:** Winter, 2014.

**PROJECT DESCRIPTION:**

The project will repair joints, leaks, damaged floor, and other structural members of the pier parking structure using various repair methods.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to maintain a high level of public safety, improve public facilities and infrastructure, and vitalize the waterfront.

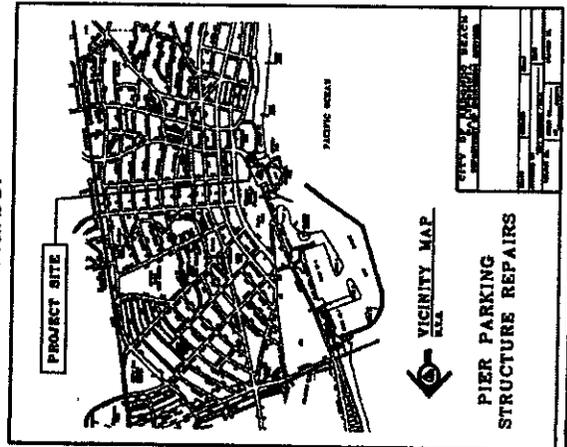
Funding Sources	Est. C/O	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Uplands Funds	\$ 202,585	\$ 50,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000
Tidelands	\$ 143,296	\$ 50,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
<b>TOTAL</b>	<b>\$ 345,881</b>	<b>\$ 100,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>

Project Costs	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
Construction	\$ 445,881	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
<b>TOTAL</b>	<b>\$ 445,881</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>	<b>\$ 1,000,000</b>

**NOTES:**

FUND:	600 - Tidelands/601 - Uplands
PROJECT NO.:	70370
PROJECT TYPE:	Construction
CATEGORY:	Harbor
INITIAL YEAR OF FUNDING:	FY 04-05

**Project Location**  
Harbor



**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

**PROJECT TITLE:**

**Pier Parking Structures Operational Enhancements**

**DEPARTMENT:** Public Works / Harbor

**PROJECT MANAGER:** Mazin Azzawi

**ESTIMATED SCHEDULE:** Winter, 2014.

**PROJECT DESCRIPTION:**

The project will include improvements to streamline the operations of the structure including new parking related equipment and public outreach facilities.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to maintain a high level of public safety, improve public facilities and infrastructure, and vitalize the waterfront.

Funding Sources	Est. C/O	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Uplands Funds	\$ -	\$ 150,000				
<b>TOTAL</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -

Project Costs	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Construction	\$ 150,000				
<b>TOTAL</b>	\$ 150,000	\$ -	\$ -	\$ -	\$ -

**NOTES:**

FUND: 601 - Uplands Funds

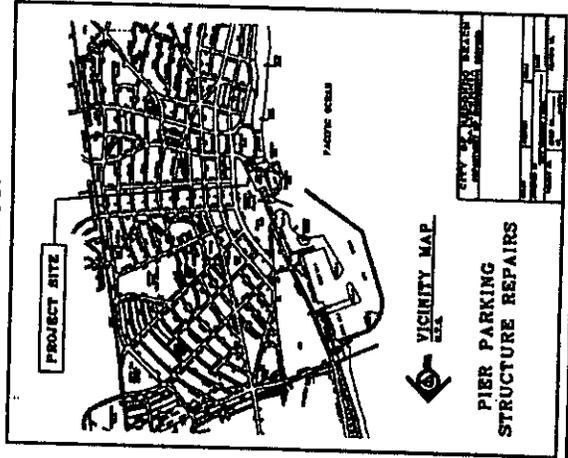
PROJECT NO.: New

PROJECT TYPE: Construction

CATEGORY: Harbor

INITIAL YEAR OF FUNDING: FY 13-14

**Project Location**  
Harbor



HARBOR

**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

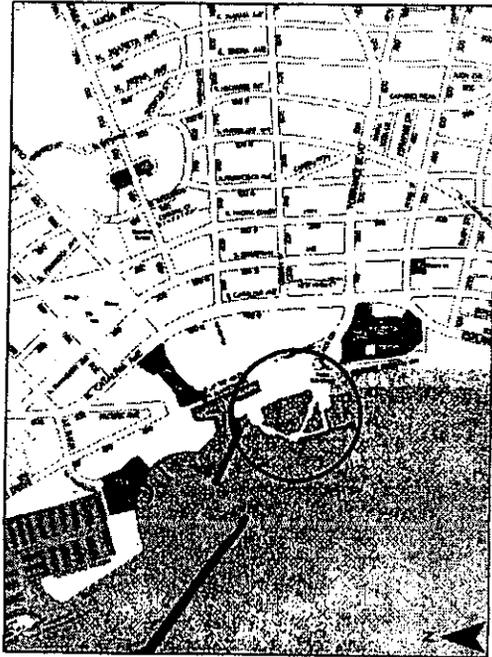
**PROJECT TITLE:**  
Pier Revitalization Phase 2

**DEPARTMENT:** Public Works / Harbor

**PROJECT MANAGER:** TBD

**ESTIMATED SCHEDULE:** Public plaza improvements currently under construction. Phase 2 will occur in FY 14-15.

**Project Location**  
Harbor



**PROJECT DESCRIPTION:**

The project continues the improvements to the public areas on the pier, including pavement, landscaping, and furniture.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to improve public facilities and infrastructure, and vitalize the waterfront.

Funding Sources	Est. C/O	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Uplands Funds			\$ 120,000	\$ 50,000	\$ 50,000	\$ 50,000
Tidelands			\$ 120,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>TOTAL</b>	\$ -	\$ -	\$ 240,000	\$ 100,000	\$ 100,000	\$ 100,000

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Project Costs					
Construction		\$ 240,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>TOTAL</b>	\$ -	\$ 240,000	\$ 100,000	\$ 100,000	\$ 100,000

**NOTES:**

FUND: 600-Tidelands/601-Uplands

PROJECT NO.: \_\_\_\_\_

PROJECT TYPE: \_\_\_\_\_ Construction

CATEGORY: \_\_\_\_\_ Harbor

INITIAL YEAR OF FUNDING: \_\_\_\_\_ FY 14-15

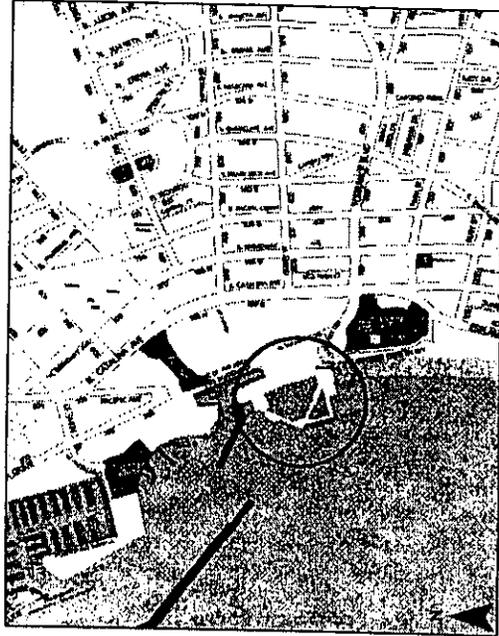
**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

**PROJECT TITLE:**  
Pier Deck & Piling Structure Repairs

**DEPARTMENT:** Public Works / Harbor  
**PROJECT MANAGER:** Mazin Azzawi

**ESTIMATED SCHEDULE:** Ongoing

**Project Location**  
Pier



**PROJECT DESCRIPTION:**

Repair pier structure including decking and pilings and pertinent utilities pursuant to annual maintenance inspections.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to maintain a high level of public safety, improve public facilities and infrastructure, and vitalize the waterfront.

Funding Sources	Est. C/O	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Tidelands Funds	\$ 360,054		\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
<b>TOTAL</b>	<b>\$ 360,054</b>	<b>-</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>

Project Costs	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Construction	\$ 360,054	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
<b>TOTAL</b>	<b>\$ 360,054</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>	<b>\$ 200,000</b>

**NOTES:**

FUND: 600 - Tidelands Funds  
PROJECT NO: 70350  
PROJECT TYPE: Construction  
CATEGORY: Harbor  
INITIAL YEAR OF FUNDING: +20 years

**CITY OF REDONDO BEACH  
CAPITAL IMPROVEMENT PROJECT INFORMATION**

**PROJECT TITLE:**  
Sea Level Rise Improvements

**DEPARTMENT:** Public Works/Harbor  
**PROJECT MANAGER:** Mazin Azzawi

**ESTIMATED SCHEDULE:**  
Construction in FY 14-15

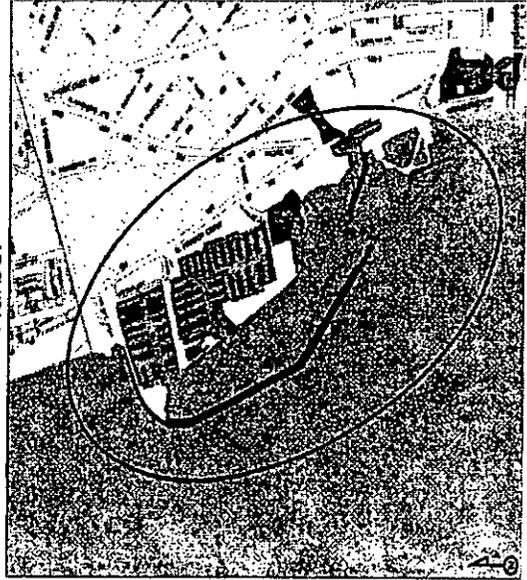
**PROJECT DESCRIPTION:**

This project will increase the height of existing concrete seawalls and breakwaters, and make other facility improvements in response to issues related to sea level rise.

**JUSTIFICATION:**

The project supports the City's Strategic Plan goals to improve public facilities and infrastructure, maintain a high level of public safety, and vitalize the waterfront.

**Project Location**  
Harbor



Funding Sources	Est. C/O	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Uplands			\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Project Costs					
Construction		\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000

**NOTES:**

FUND: 601 - Uplands

PROJECT NO.: NEW

PROJECT TYPE: Rehabilitation

CATEGORY: Harbor

INITIAL YEAR OF FUNDING: NEW

**Unfunded and Underfunded CIP Projects by Fund  
FY 13-14 to FY 17-18**

Project Name	Five Year Recommended & CIO Funds	254-Subdivisic		300-Capital Projects		600/601 Harbor Enterprise		Donations	Developer	Bonds	Unfunded/Underfunded TOTAL
		Park Trust	(Gen'l Fund)	Enterprise	Harbor						
<b>WATERFRONT IMPROVEMENTS</b>											
Harbor Area Wi-Fi	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000	\$ -	\$ -	\$ 120,000
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 120,000</b>

**Previously Funded Carryover Projects  
Currently in Design, Out to Bid, or In Construction  
(As of 5/15/13)**

Project Category	Project Number	Project Title	FY 12-13 Appropriation	Estimated FY 12-13 Carryover
Parks	30570	Alta Vista Tennis Court Lights	\$ 68,328	\$ 68,328
Parks	30600	North Redondo Park Development	\$ 5,000	\$ 5,000
Parks	30560	Veterans Park Bandshell Community Project	\$ 76,304	\$ 74,353
Parks	30250	Veterans Park Memorial Railing	\$ 47,752	\$ 36,735
<b>TOTAL \$</b>			<b>197,384</b>	<b>\$ 184,416</b>

**HARBOR UPLANDS FINANCIAL SUMMARY**  
**FISCAL YEAR 2013-2014**

<i>Funding</i>		<i>Expenditures</i>	
Beginning Fund Balance <sup>1</sup>	2,593,718	Personnel	2,039,599
Rents and Percentages	2,443,350	Maintenance and Operations	902,071
Parking Structure Revenue	1,500,000	Internal Service Fund Allocations	669,491
Parking Meter Fees	65,000	Overhead	247,762
Investment Earnings	15,000	Capital Outlay	-
Storage Fees	47,500	Capital Improvement Projects <sup>2</sup>	325,000
Fisherman's Wharf Sanitation	182,800	Minimum Reserve <sup>3</sup>	2,598,731
Other Charges for Services	61,400		
<b>Total Funding</b>	<b>6,908,768</b>	<b>Total Expenditures</b>	<b>6,782,654</b>

**Excess (Deficit) = \$126,114**

**Operating Excess (Deficit) <sup>4</sup> = \$456,127**

Beginning fund balance as of 7/1/13 derived from FY12-13 mid-year presentation (excluding capital assets).

Reflects all capital projects scheduled for FY13-14. Projects can be referenced and are reflected in the FY13-14 to FY17-18 Five-Year CIP Plan.

Includes Harbor Enterprise Business Plan requirements; components for operating expenses, capital improvements and insurance deductible.

Excludes beginning fund balance, capital improvement projects, and reserves, where applicable.

**Policies**

All relevant departments shall operate in the City's Uplands with complete adherence to the City's Municipal Code, Tidelands Trust Agreement with the State of California, and all other applicable laws.

Harbor Uplands Fund activities will adhere to the City's Statements of Financial Principles.

Harbor Uplands revenues will be utilized to benefit, repair and improve Uplands property and facilities.

Harbor Uplands leaseholds will be audited as feasible.

HARBOR TIDELANDS FINANCIAL SUMMARY  
FISCAL YEAR 2013-2014

<i>Funding</i>		<i>Expenditures</i>	
Beginning Fund Balance <sup>1</sup>	8,257,427	Personnel	2,895,600
Rents and Percentages	4,371,800	Maintenance and Operations	1,556,545
Parking Structure Revenue	380,000	Internal Service Fund Allocations	530,684
Seaside Lagoon Entrance Fees	348,175	Overhead	302,097
Investment Earnings	75,500	Capital Improvement Projects <sup>2</sup>	315,000
Fisherman's Wharf Sanitation	142,500	Property Tax In Lieu Fee <sup>3</sup>	83,835
Other Revenue	131,130	Minimum Reserve <sup>4</sup>	2,454,190
<b>Total Funding</b>	<b>13,706,532</b>	<b>Total Expenditures</b>	<b>8,137,951</b>
<b>Excess (Deficit) = \$5,568,581</b>			
<b>Operating Excess (Deficit) <sup>5</sup> = \$80,344</b>			

<sup>1</sup>Beginning fund balance as of 7/1/13 derived from FY12-13 mid-year presentation (excluding capital assets).

<sup>2</sup>Reflects all capital projects scheduled for FY13-14. Projects can be referenced and are reflected in the FY13-14 to FY17-18 Five-Year CIP Plan.

<sup>3</sup>Property tax in lieu fee includes the annual 2% increase.

<sup>4</sup>Includes Harbor Enterprise Business Plan requirements; components for operating expenses, capital improvements and insurance deductible.

<sup>5</sup>Excludes beginning fund balance, capital improvement projects, and reserves, where applicable.

**Policies**

- All relevant departments shall operate in the City's Tidelands with complete adherence to the City's Municipal Code, Tidelands Trust Agreement with the State of California, and all other applicable laws.
- Harbor Tidelands Fund activities will adhere to the City's Statements of Financial Principles.
- Harbor Tidelands revenues will be utilized to benefit, repair and improve Tidelands property and facilities.
- Harbor Tidelands leaseholds will be audited as feasible.



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# Administrative Report

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Commission Action Date: December 9, 2013

**To: MEMBERS OF THE HARBOR COMMISSION**

**From: PETE CARMICHAEL, WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

**Subject: DIRECTOR'S REPORT**

## **RECOMMENDATION**

Receive and file a report from the Waterfront & Economic Development Director on current and upcoming waterfront projects and activities.

## **EXECUTIVE SUMMARY**

An oral report will be provided by the Waterfront & Economic Development Director at the Commission meeting on current and upcoming waterfront projects and activities.

## **BACKGROUND**

Periodic reports from Waterfront & Economic Development staff help keep members of the Commission informed of the status of general waterfront operations. The Director's report will provide information on current and upcoming department projects and activities.

## **COORDINATION**

Department staff collaborated on the development of this report.

## **FISCAL IMPACT**

The cost for preparing this report is included within the Waterfront & Economic Development Department's adopted FY2013-14 annual budget and is part of the department's annual work program.

Submitted by:

Pete Carmichael  
Waterfront & Economic Development Director