

AGENDA
REDONDO BEACH HARBOR COMMISSION
Monday, February 10, 2014, 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 FEBRUARY 10, 2014

6. APPROVAL OF THE FOLLOWING MINUTES: JANUARY 13, 2014

7. CITY COUNCIL RECEIVED AND FILED THE JANUARY 21, 2014 MONTHLY UPDATES TO THE STRATEGIC PLAN; VITALIZE THE WATERFRONT AND ARTESIA CORRIDOR

8. CONTRACT WITH MOFFATT & NICHOL FOR CONSULTING SERVICES RELATED TO BOAT LAUNCH FACILITY IN KING HARBOR

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

9. DISCUSSION ON BOAT LAUNCH FACILITY CONFIGURATION

Staff recommendation: Receive and file

10. LEADERSHIP REDONDO CLASS OF 2013 PROJECT FOR PUBLIC ART AT THE HERONDO STREET/HARBOR DRIVE GATEWAY IMPROVEMENT PROJECT

Staff recommendation: Receive and file

11. DISCUSSION ON POTENTIAL ORDINANCE AND PERMIT PROCESS FOR STAND UP PADDELBOARDING IN KING HARBOR

Staff recommendation: Receive and file

12. 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 March 10, 2014, 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 at www.redondo.org under the City Clerk. Agenda packets are available at the Redondo Beach Main Library during Library Hours, at the Reference Desk and during City Hall hours 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 February 10, 2014

Posted on: February 6, 2014 at 11:00 am

Posted at: DOOR "A" BULLETIN BOARD

and CITY CLERK'S OFFICE

Holly Short
Signature

2/6/14
Date

**MINUTES OF THE
REDONDO BEACH HARBOR COMMISSION MEETING
JANUARY 13, 2014**

CALL TO ORDER

A regular meeting of the Harbor Commission was called to order at 6:34 p.m. in the City Council Chambers, 415 Diamond Street, by Chairperson Shaer.

ROLL CALL

Commissioners Present: Bloss, Dalton, Horvath, M. Jackson, Shaer
Commissioners Absent: D. Jackson, Keidser
Officials Present: James Allen, Harbor Facilities Manager
Robert Metzger, Fire Chief
Margareet Wood, Recording Secretary

SALUTE TO THE FLAG

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

APPROVAL OF ORDER OF AGENDA

Motion by Commissioner M. Jackson, seconded by Commissioner Bloss, to approve the order of agenda. Motion carried unanimously.

CONSENT CALENDAR

5. Approval of Affidavit of Posting for the Harbor Commission Meeting of January 13, 2014
6. Approval of the Following Minutes: December 9, 2013
7. City Council Received and Filed the December 17, 2013 Monthly Updates to the Strategic Plan; Vitalize the Waterfront, and Artesia Corridor
8. Status Update Regarding Outstanding Tidelands Fund Loan
9. 4th Amendment to Ground Lease Between the City of Redondo Beach and Zisli's Boutique Hotels
10. Process Timeline for Boat Ramp/Seaside Lagoon Initial Study and Grant Application

Commissioner M. Jackson excluded Consent item 8.

Commissioner Horvath excluded Consent item 9.

Commissioner Dalton excluded Consent item 10.

Motion by Commissioner Horvath, seconded by Commissioner M. Jackson, to approve Consent items 5, 6, and 7. Motion carried unanimously.

ORAL COMMUNICATIONS

None.

EXCLUDED CONSENT CALENDAR ITEMS

Status Update Regarding Outstanding Tidelands Fund Loan

Commissioner M. Jackson explained that tidelands funds were used to construct the parking structure on Harbor Drive near Gold's Gym 30 years ago, and a repayment schedule was created; however the elimination of the Redevelopment Agency, the loan repayment source, poses the dilemma of walking away from the debt or using other monies to repay.

In response to Chairperson Shaer, Manager Allen speculated that the City's financial rating will not be hindered if the tidelands loan is not repaid because the funds actually go from one pot to another.

In response to Commissioner M. Jackson who questioned whether proceeds from the future sale of the parking structure and gym would be returned to the tidelands fund, Manager Allen said the structure was purchased with tidelands funds and is owned by the City and that any sales revenue from the southern portion of the triangle would go to the tidelands fund. He said that if the property were swapped with uplands land, the tidelands restrictions/funding would go to the new parcel. He said there is no new tenant at this point; however the City receives a land payment for the parcel.

In response to Chairperson Shaer, Manager Allen confirmed that revenue and expense will move from tidelands to uplands when the Gold's Gym space is swapped.

Motion by Commissioner Bloss, seconded by Commissioner M. Jackson, to approve Consent item 8. Motion carried unanimously.

4th Amendment to Ground Lease Between the City of Redondo Beach and Zisis Boutique Hotels

In response to Commissioner Bloss who pointed to different completion dates in the report, Manager Allen said the actual completion date, which he anticipated will be in the year 2016, will be available with the final agreement.

In response to Commissioner Horvath, Manager Allen confirmed that Section 9 of the amendment precludes further amendments.

Chairperson Shaer requested confirmation of the project completion date.

Motion by Commissioner Bloss, seconded by Commissioner Horvath, to approve Consent item 9. Motion carried unanimously.

Process Timeline for Boat Ramp/Seaside Lagoon Initial Study and Grant Application

In response to Commissioner Dalton, Manager Allen said the consultant contract will be presented to Council next week when more information on boater input

meeting dates and times will be available. He said a reasonable amount of public notice time will be allowed. He said there are no preliminary designs available at this time.

Commissioner Dalton requested to be notified of meeting details via email as soon as possible.

Commissioner Horvath made a recommendation to schedule the 2 boater meetings between February 3-9, with one occurring during the week and one during the weekend – a timeframe which he said is necessary to make available community input for Harbor Commission consideration on February 10. He also questioned whether the draft initial study will be released early enough, to which Manager Allen responded it will be released prior to the March Harbor Commission meeting.

Commissioner Horvath requested that Harbor Commission meeting dates are kept in mind when developing the timeline with the consultant to allow the Harbor Commission meetings to serve as a public forum.

In response to Commissioner Shaer, Manager Allen said the public noticing requirement for Harbor Commission agenda items is 72 hours; however blue and red folder items can be added later. He confirmed that the Harbor Commission input on the boat ramp configuration will be part of the February agenda.

Chairperson Shaer suggested scheduling a meeting in January to allow time between meetings.

Commissioner Dalton preferred spacing the meetings out and leaving the option open for a third meeting.

Manager Allen clarified that the grant application is for the purpose of requesting State funding for engineering and that a full detailed drawing will not be available on April 1. He said the design submitted will be subject to future community input.

Commissioner Dalton said the State process is competitive; and he recommended a thorough submission to avoid delaying the grant another year.

Chairperson Shaer summarized the Commissioners' points: schedule meetings after work hours and consider spacing meetings, with one in January and one in February.

Motion by Commissioner Dalton, seconded by Commissioner Bloss, to approve Consent item 10. Motion carried unanimously.

PUBLIC PARTICIPATION ON NON AGENDA ITEMS

None.

EX PARTE

None.

PUBLIC HEARINGS

None.

ITEMS FOR DISCUSSION PRIOR TO ACTION

Harbor Patrol Quarterly Report

Chief Metzger reported 183 responses in October, 129 in November, and 120 in December, for a total of 2,050 responses in 2013. He said the vast majority of calls were marine enforcements with the next largest category being miscellaneous calls. Significant events included 2 boat fires, possible panga in the area, vehicle over Palos Verdes cliff, and pier jumper.

In response to Commissioner Bloss, Chief Metzger explained that a panga is a smuggling boat and he estimated that pangas are seen in the area 2 times per year. He recalled the last occurrence during the summer at which time law enforcement was called in. He said the number of pangas entering Redondo Beach have not increased and that interdiction efforts are effective. He said that boaters should report suspicious boats to the appropriate agency.

In response to Commissioner Dalton, Chief Metzger said the cause of the fires reported were not determined; however he suspected electrical/system failures.

Chief Metzger said the members may email their get-well wishes for Sergeant Picken to him and he will forward them on.

In response to Chairperson Shaer regarding Harbor Patrol statistical comparisons, Commissioner Bloss read totals back to 2010. Chairperson Shaer noted the totals stay within the 2,000 range.

In response to Chairperson Shaer regarding increased interest in stand-up paddleboards, Chief Metzger said he is not aware of specific kinds of incidents. He added that Harbor Patrol interacts regularly with paddleboarders to ensure they are in safe areas and out of the path of travel of other vessels.

Motion by Commissioner Bloss, seconded by Commissioner Horvath, to receive and file the Harbor Patrol report. Motion carried unanimously.

Discussion of 2013-14 CIP Budget

Manager Allen reported that City Manager Workman will attend the February Harbor Commission meeting to seek input on the 2013-14 CIP Budget.

Chairperson Shaer encouraged the members to be prepared to provide input. He said he has noted comments thus far and will make sure those topics are covered.

Commissioner M. Jackson named his concerns: water signage, study for elevated harbor sidewalks, and harbor railings. He said new things may come up after receiving feedback from the City Manager.

Chairperson Shaer proposed to submit the Harbor Commission input in writing.

Commissioner Bloss said that many good discussions have produced great input and she suggested creating a PowerPoint presentation for City Manager Workman's visit, which she said would be professional and save time.

Commissioner M. Jackson suggested a more linear and formal presentation rather than ad hoc.

Commissioner Bloss added that a formal presentation would not exclude additional comments.

Commissioner Dalton planned to email his topics and rationale to Chairperson Shaer to compile.

Commissioner Horvath concurred with the more proactive way of presenting information. He offered to assist Chairperson Shaer.

Chairperson Shaer confirmed that he will work with Commissioner Horvath. He requested to have the presentation included in the agenda packet with additional language stating that further information will be submitted. He requested the members to reiterate their top 2 items and follow up with an email.

Commissioner Dalton said the boat ramp planning is understated and needs to be reviewed and covered through the next phase. He recommended that the City assist with completing the Veterans Park bandshell project. He pointed out that Commissioners D. Jackson and Keidser must be informed that Chairperson Shaer is collecting input.

Commissioner Bloss recommended establishing a budget for the renaming of Torrance Boulevard and also listing it on the Strategic Plan with milestones to be achieved. She reported she will not be present at the February meeting. Regarding future activities in the harbor, she said it would be nice to have a community kickoff celebration when the cycle track is finished.

Commissioner Horvath said it would be great to see the bandshell project completed.

In response to Commissioner Horvath, Manager Allen explained that pier parking structure operational enhancements include improvements of operation i.e. machines, communications between machines, and repairs to machines.

Commissioner Horvath said it seems like the machines could be adjusted to operate on smaller increments. He said something to keep in mind is the upcoming major renovation; and he wanted to avoid having to re-do projects. He recommended collaborating with Beach Cities on the celebration.

Commissioner M. Jackson supported funding for an engineering analysis on elevating the marina sidewalks. He also supported an increase in signage for behavior in water zones i.e. speed zones, wake zones, and rules of the road.

Manager Allen said the waterside signage program can include any signage needed by boaters.

Commissioner M. Jackson said a third item is a deficit in the Harbor Patrol building construction costs, which he said affected the fund for new docks.

In response to Chairperson Shaer, Chief Metzger said Harbor Patrol enforcement for violations such as speed is included within the marine enforcement category. He said typically enforcement is advisory; however stricter enforcement is sometimes necessary.

In response to Commissioner Dalton, Manager Allen did not believe that pier dock improvements are included in the CIP.

Commissioner Horvath added an item to explore the potential for Wi-Fi in the harbor and create a proactive game plan.

Commissioner Bloss said Time Warner could install a hot spot in the harbor.

Chairperson Shaer said he will compile comments from every Commissioner and email the bullet points to Manager Allen to create a PowerPoint presentation.

Chairperson Shaer requested to have the item included on the following agenda in the event the City Manager does not attend the February meeting.

Motion by Commissioner M. Jackson, seconded by Commissioner Bloss, to receive and file the 2013-14 CIP Budget item. Motion carried unanimously.

Director's Report

Highlights of Manager Allen's report include:

Projects:

- Auditor contract extended

- Sunrise Harbor - new 55-year contract requires renovation; will open in 3-4 months
- Transient vessel moorings – specifications presented to City Council in January; anticipated project completion in June
- New businesses – R10 Social House, Barney's Beanery now open
- Events: Superbowl 10K on February 2, Kite Festival in March

Commissioner Bloss recommended having the old Brixton sign removed.

Commissioner Bloss expressed frustration to see the signs have not been removed from the bike path in the parking structure: Manager Allen said the area underwent a friction study due to reports of falls. He said the study came back fine and he will find out why the signs have not been removed and report back.

Commissioner M. Jackson reported that the Chamber of Commerce Board members are extremely pleased to occupy the pier plaza offices. He noted increased activity in the area and also that some visitors are still having problems with the new parking system.

Manager Allen advised that the pier plaza is currently 95% occupied.

In response to Chairperson Shaer, Manager Allen said that staff has not heard from the promoters who sponsored the Nintendo event a few years ago. He said currently City staff does not reach out to potential promoters.

Commissioner M. Jackson said the Chamber works with the City to promote events and tourism.

In response to Commissioner Bloss regarding the Harbor Enterprise Business Plan status, Manager Allen said the Plan is still viable and a progress report was made to Council; however nothing has been changed or added. He said the intent was for Waterfront and Economic Development staff to follow up with future projects.

Commissioner Bloss said the Plan seems like a great document; and she suggested it may be time to revisit.

Commissioner M. Jackson recalled a Commission objective to update the Plan; and he said the City Manager must recommend to City Council to have the Waterfront and Economic Development staff initiate the review process. He said the Harbor Commission worked extensively on the creation of the Plan.

Chairperson Shaer said the Plan was reviewed by Council in August 2013. He said that approximately half of the plan has been implemented and that addressing it would actually be more of a progress report. He suggested that the August 2013 progress report could provide a framework for discussion.

Commissioner M. Jackson suggested that Larry Kosmont or staff could provide an update on what is on target or needs revision. He did not want to disrupt the CenterCal EIR.

Motion by Commissioner Horvath, seconded by Commissioner Bloss, to receive and file the Director's Report. Motion carried unanimously.

ITEMS CONTINUED FROM PREVIOUS AGENDAS

None.

MEMBERS ITEMS AND REFERRALS TO STAFF

A resident sitting in the audience referred to Consent item 8, Status Update Regarding Outstanding Tidelands Fund Loan, and questioned what became of the budget for repayment.

Manager Allen said that \$3.5 million was borrowed and the balance of the \$5.8 million balance is interest. He said the money was loaned to the Redevelopment Agency; however the Redevelopment Agency was taken back by the State; hence the State is saying the loan does not have to be repaid. He said the City previously agreed to pay \$160,000 each year; however the tax increment used to repay can no longer be generated.

The resident said Gold's Gym was signing new members until the day before it closed. She questioned how the parking revenue for the parking lot under Crown Plaza is broken down.

Chairperson Shaer suggested that a related agenda item can be discussed with staff.

Chairperson Shaer confirmed the members will have the opportunity to voice their comments related to the budget and CIP at the meeting in February.

Motion by Commissioner Bloss, seconded by Commissioner Horvath, to adjourn.

At 8:26 p.m. Chairperson Shaer adjourned the meeting until the next regular meeting on February 10, 2014.

Respectfully submitted,

Peter Carmichael
Waterfront and Economic
Development Director



Administrative Report

Council Action Date: January 21, 2014

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 third 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,

Administrative Report

January 21, 2014

Strategic Plan, Water Quality Matrix,
Sustainability/Green Task Force Matrix,
Facilities Priority Update
Page 2

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 January 21, 2014
- Water Quality Implementation Matrix dated July 16, 2013
- Sustainability/ Green Task Force Implementation Matrix dated January 21, 2014
- Major City Facilities Priority List dated June 2007

CITY OF REDONDO BEACH  **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: <i>VITALIZE THE WATERFRONT, ARTESIA CORRIDOR, RIVIERA VILLAGE AND SPACE PARK</i>						
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		Community meetings on street renaming scheduled for December 12 and 16.
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			
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		Two community meetings were held in November. Direct business outreach to occur in January.
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.

THREE-YEAR GOAL: *IMPROVE PUBLIC INFRASTRUCTURE AND FACILITIES*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Jan. 1, 2014	CS Dir., working with the PW Dir.	Present to the City Council a report on the results of Seaside Lagoon water quality monitoring during the past two operating seasons and make recommendations to the City Council for action regarding summer 2014 operations.			X	Results to be presented to Council in February.
2. Jan. 1, 2014	PW Dir., working with the City Attorney and neighboring cities	Prepare and present to the City Council for consideration an MOU for the cost sharing and development of an enhanced Watershed Management Plan for compliance with the new Municipal Storm Water Permit.	X			
3. Mar. 15, 2014	PW Dir., working with the Police Chief and CD Dir.	Complete security improvements at selected city facilities.		X		
4. Mar. 15, 2014	PW Dir.	Report to the City Council regarding the feasibility of replacing city parking structure lights at the library with LED lights.		X		
5. FUTURE OBJECTIVE	CS Dir., working with the City Attorney and CD Dir	Present to the City Council for consideration an ordinance for funding public arts project in Redondo Beach.				



Administrative Report

City Council Action Date: January 21, 2013

To: MAYOR AND CITY COUNCIL

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

**Subject: CONTRACT WITH MOFFAT & NICHOL FOR CONSULTING SERVICES
RELATED TO BOAT LAUNCH FACILITY IN KING HARBOR**

RECOMMENDATION

Approve a contract with Moffat & Nichol for development of an initial study and grant application support related to boat launch facility in King Harbor.

EXECUTIVE SUMMARY

A recreational boat ramp is an amenity that has been contemplated in King Harbor for many years and is a component of the City's Local Coastal Program. At the July 30th, 2013 City Council meeting, the City Council provided direction to proceed with an Environmental Impact Report (EIR) 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.

The primary potential grant for boat ramp engineering and construction is funded through the State Division of Boating and Waterways (DBAW). Applications are due April 1, 2014 which creates some urgency for the engagement with a consultant and completion of an initial study of the proposed facility. At their December 17th meeting, the City Council approved a timeline for engagement with a consultant for the development of an initial study as well as for outreach to the community regarding the project. Staff is recommending that the City contract with Moffat & Nichol for this work based on their qualifications, their past experience with the City of Redondo Beach, and with the DBAW grant process. The total cost of the contract is \$23,650 and would be funded through the existing City Council approved 2013/14 CIP budget for the project.

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. 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

**CONTRACT FOR CONSULTING SERVICES
WITH MOFFAT & NICHOL**

January 21, 2013

additional study, funded by the marinas, studied a separate location along the turning basin at the same site being proposed by CenterCal.

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 presents challenges. 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.

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 Portofino 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 the boat ramp and the modifications for the Lagoon were well received as a means to enhance the coastal recreation experience for residents and visitors.

Based on this City Council direction, the EIR process has been initiated 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 feasibility of these amenities. This process would begin with an initial study necessary to complete the grant application as outlined below. This 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 Boat Launch Facilities Grant, which has an application deadline of April 1. Preliminary conversations with state officials indicate that the proposed boat ramp has significant potential as a grant candidate.

On December 17th, 2013, the City Council approved a timeline for engagement with a consultant to conduct an initial study as well as to solicit public input on the boat ramp configuration and support the City's application for grant funds. The timeline approved by the City Council is shown below.

- 12/17/13: City Council to consider timeline for boat ramp / Seaside Lagoon initial study and Grant Application
- 1/21/14: City Council to consider contract with consultant for initial study**
- Feb. 2014: Two Boater input meetings on boat ramp configuration (specific dates TBD)

**CONTRACT FOR CONSULTING SERVICES
WITH MOFFAT & NICHOL**

January 21, 2013

- 2/10/14: Harbor Commission to provide input on boat ramp configuration
- 3/10/14: Harbor Commission to review draft Initial Study
- 3/18/14: City Council to review Initial Study
- 4/1/14: Boat ramp grant application due to State Department Dept. of Parks and Recreation

Proposals for the required consulting work were received from three reputable firms with experience in the technical aspects of the DBAW grant. Moffat & Nichol's proposal was chosen based on the firm's qualifications, past experience in King Harbor and with other similar facilities elsewhere, as well as cost effectiveness. Moffat & Nichol provides expert consulting services in the field of maritime infrastructure among other related specialties. The firm has a portfolio of over 7,000 projects and has worked extensively with other municipalities on the DBAW Boat Launch Facilities Grant process. The proposed scope of work includes coordination of community outreach, completion of an initial study for the proposed boat launch ramp facility, and support for the completion of a grant application with DBAW for project engineering. The total cost of the contract is \$23,650.

Subsequent to the completion of this initial study and grant application, a second phase to the project will be required. During this next phase, the initial study will be expanded into a more in-depth engineering analysis to move the project to actual construction drawings. Staff will return to the City Council at a later date with a proposed timeline for this subsequent phase of the process.

COORDINATION

The Waterfront and Economic Development Department coordinated on the development of this agreement with the Public Works Department and the City Attorney's Office.

FISCAL IMPACT

The cost of the contract is not to exceed \$23,650. This cost will be funded through the City Council approved FY 2013/14 Capital Improvement Program budget (CIP), project #70170: "Relocation of Boat Launch (Planning & Design)"

<u>Funding</u>		<u>Expenditures</u>	
\$23,650	CIP Budget Project #70170	\$23,650	Moffat & Nichol
\$23,650	Total	\$23,650	Total

**CONTRACT FOR CONSULTING SERVICES
WITH MOFFAT & NICHOL**

January 21, 2013

Submitted by:
Pete Carmichael
Waterfront and Economic
Development Director

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

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MOFFATT & NICHOL**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Moffatt & Nichol, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

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

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. If applicable, plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, etc., shall be specific for the project herein and shall not be used by City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to provide to the City proprietary



software or data which Consultant has developed or had developed for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold harmless the City from and against any discovery or Public Records Act request seeking the disclosure of 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.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C," the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A," in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant.
6. Records. Consultant shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

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

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



such compensation for extra work shall be executed by Consultant and the City, and approved by the City Council.

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

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



the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, and volunteers from and against any and all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties, and liens of every nature arising or claimed to arise, directly or indirectly, out of Consultant'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 which was caused by the sole negligence 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. Consultant shall comply with requirements set forth in 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.



Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Consultant hereby certifies as follows:

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

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation environmental laws, and employment discrimination laws.

Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.]

18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under the Agreement are unique,



personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract contract prior to the execution thereof by Consultant and subcontractor. Any assignment by Consultant any or all of its rights under this Agreement without first obtaining City's prior written consent shall be a default under this Agreement.

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

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be modified or amended only by a subsequent written amendment executed by both parties and approved by the City Council.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other Consultants in connection with the project.



24. **Exhibits.** All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. **Time of Essence.** Time is of the essence of this Agreement.
26. **Confidentiality.** To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. **Third Parties.** Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. **Governing Law and Venue.** This Agreement shall be construed in accordance with the law 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. **Attorney's Fees.** In the event either party to this Agreement brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to attorney's fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. **Claims.** Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
31. **Interpretation.** Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. **Warranty.** In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30)



days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement to be found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE



IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of January, 2014.

CITY OF REDONDO BEACH

MOFFATT & NICHOL

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



UR

City Attorney's Office



IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of January, 2014.

CITY OF REDONDO BEACH

MOFFATT & NICHOL

Mayor

By: Michael J. McCarty
Name: MICHAEL J. MCCARTY
Title: VICE PRESIDENT

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office

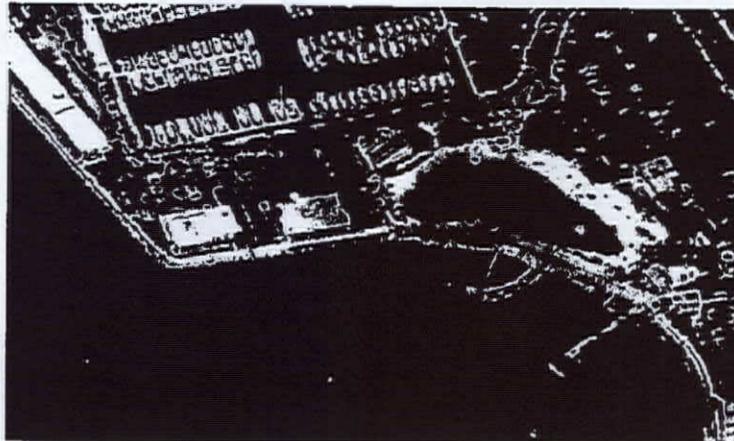
EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

BACKGROUND

The parcel at 230 Portofino Way, west of the Seaside Lagoon, and east of the Portofino Hotel, is an approximately 1.4 acre rectangular parcel, with an approximately 10,000 square foot one-story restaurant building on it occupied by Joe's Crabshack. The parcel is protected by an elevated seawall along the approximately 250 feet of frontage facing the harbor. The parcel is adjacent to the Seaside Lagoon, an enclosed salt water swimming and recreational facility that is owned and operated by the City of Redondo Beach.

As part of the Waterfront Revitalization, the parcel is proposed to be used for a new boat launch ramp with car-trailer parking stalls, a boat wash down area, and parking stalls for a possible new hand launch ramp at the lagoon. Due to the exposed location of the parcel within the harbor, a breakwater may also need to be constructed in conjunction with planned modifications to the adjacent Seaside Lagoon, which include opening the lagoon to the ocean and potential modifications of the existing breakwater.



PROJECT OBJECTIVE

The objective of this project is to first engage stakeholders to assist in developing concepts for the boat ramp, breakwater, and lagoon system, which will then be further refined to identify the preferred alternative. Design will proceed with the assistance of a California Division of Boating & Waterways (DBW) Grant. In addition to the public outreach support, the consultant will be responsible for providing technical input for the Grant application and facilitating community outreach meetings. The application is due to DBW no later than April 1, 2014.



Prior to submitting the application, the concepts layout will need to be developed and vetted through harbor stakeholders, and the Harbor Commission, and approved by the Redondo Beach City Council.

SCOPE OF WORK

Task 1 – Boat Launch Facility Concept Development

Coordinate Stakeholder Outreach

- Provide an existing site layout with the project boundaries and relevant information, as well as feasible preliminary concepts for the new facilities to support Stakeholder Meeting 1. The layout will take into account boater safety and traffic patterns between personal non-motorized watercraft launching from a revamped Seaside Lagoon and boats launching from the boat ramp.
- Assist the City with developing an agenda.
- Meeting facilitation.

Stakeholder Meeting 1

- Present the site layout and preliminary concepts at the first public stakeholder meeting and document public input and concept alternatives
- Collaborate with the City to develop concept alternatives based on a balance of stakeholder input.

Harbor Commission Meeting

- Present the preliminary concepts at a Harbor Commission meeting and document input.
- Develop the preferred baseline alternative based on input from the Harbor Commission

Stakeholder Meeting 2

- Create presentation boards and power point slides for Stakeholder Meeting 2.
- Present the concept alternatives at the second public stakeholder meeting and document public input.

Harbor Commission Meeting

- Present the preferred baseline alternative at a Harbor Commission meeting and document input.
- Refine the concept based on input from the Stakeholder and Harbor Commission meetings for City review.

City Council Meeting

- Present the concept at the City Council Meeting for approval prior to submitting as an exhibit for the DBW “Application for Loan or Grant Funding.”

Task 2 – DBW Grant Application for Design and Engineering

- Provide the pertinent engineering related sections of the DBW “Application for Grant Funding” to the City.
- Provide a Feasibility Report to the City which includes:
 - o A description of the existing site and proposed project;
 - o Research of information for boat ramps along the coast in Southern California, along with trailerable boat registrations, to determine the projected



recreational demand for launching at the proposed boat launch facility in King Harbor;

- o A preliminary site plan (preferred baseline alternative) for the boat launch facility;
- o A preliminary construction cost estimate;
- o Topographical maps of the launching ramp land and water area, availability of water lines, electrical lines, sewer lines, access roads
- o A preliminary schedule for additional project work.
- Provide a detailed scope of work for the design and construction of the proposed Boat Launch Ramp Facility. The scope of work shall include civil engineering, surveying, geotechnical, structural, traffic, electrical, mechanical, landscape architecture, permitting, bid support, construction support, and other related services. The scope of work shall also include the numerical modeling and coastal engineering effort needed to design a protective breakwater if necessary for the boat launch ramp and an analysis of the interaction between the boat ramp and non-motorized watercraft from the lagoon.
- Assist the City in determining the "user-day value" for the proposed project.
- Assist the City in creating the benefit-cost (B/C) ratio and the total net present value of benefits for the proposed project.
- Review the City's final Grant application and provide support if questions arise from DBAW.



EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. This Agreement shall commence on January 21, 2014 and shall terminate on April 1, 2014, unless otherwise terminated as herein provided.



EXHIBIT "C"
COMPENSATION

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

1. Amount. \$23,650
2. Method of Payment. Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
3. Schedule for Payment. 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 total payment for the work done on the entire project shall not exceed \$23,650.
4. Consultant Address for Notice. Moffat & Nichol, 3870 Kilroy Airport Way, #750 Long Beach, CA 90806



EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2014

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

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

PRODUCER SullivanCurtisMonroe Insurance Services 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME:	
	PHONE (A/C, No, Ext): 949.250.7172	FAX (A/C, No): 949.852.9762
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: American Guarantee & Liability Insurance Comp		26247
INSURER C: National Union Fire Insurance Co Pittsburgh PA		19445
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 18913658 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLA5761681-00	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Deductible/SIR \$ None
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLA5761681-00	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. Deductible \$ 1,000 Collision Deductible \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC5761680-00	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Deductible/SIR \$ None
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC4321233 Includes USL&H	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: All Operations.
 The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to General Liability and Auto Liability arising out of work performed by or on behalf of the certificate holder per attached endorsements. Waiver of Subrogation applies per attached endorsements.

CERTIFICATE HOLDER	CANCELLATION
CITY OF REDONDO BEACH 415 DIAMOND STREET REDONDO BEACH CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	<i>Dianna L. Rivas</i>
	Dianna Rivas



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA5761681-00	7/1/2013					

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Moffatt & Nichol
3780 Kilroy Airport Way, Suite 750
Address (Including ZIP Code): Long Beach CA 90806

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:**

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

- C. However, regardless of the provisions of Paragraphs A. and B. above:**

1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

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

E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

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

F. For the coverage provided by this endorsement:

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

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

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

This insurance is excess over:

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

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

All other terms and conditions of this policy remain unchanged.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2013 forms a part of Policy No. WC 004-32-1233

Issued to MOFFATT & NICHOL, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Archive Copy

Authorized Representative

POLICY NUMBER:GLA5761681-00

COMMERCIAL AUTO
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

SCHEDULE

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: CITY OF REDONDO BEACH
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

POLICY INFORMATION

Insurance Company ZURICH AMERICAN INS. CO. Policy Number GLAS7616981
Policy Term (From) 07/01/13 (To) 07/01/14 Endorsement Effective Date 07/01/13
Named Insured MOFFAT & NICHOL
Address of Named Insured 3780 KILROY AIRPORT WY. SUITE 750 LONG BEACH CA.
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 / 2,000,000
General Liability Aggregate Applies Separately to This Project/Location: Yes No
Deductible or Self-Insured Retention (None unless otherwise specified): none
Coverage is equivalent to Commercial General Liability occurrence form CG 0001: 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 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:

ARLENE CORTEZ
(Name/Department)
SULLIVAN CURTIS MONROE
(Company)
550 S. HOPE ST.
(Address)
LOS ANGELES CA. 90071
(City/State/Zip)
213-233-0400
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

[Signature] / ACCOUNT ASST.
Signature - Authorized Representative / Title
SULLIVAN CURTIS MONROE
Organization
1920 MAIN ST. IRVINE CA. 92614
Address/Telephone
1/10/2014
Date



Administrative Report

Commission Action Date: February 10, 2014

To: MEMBERS OF THE HARBOR COMMISSION

From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

Subject: DISCUSSION ON BOAT LAUNCH FACILITY CONFIGURATION

RECOMMENDATION

Receive and file this report and provide input to the City Council regarding configuration of a new boat launch facility in King Harbor.

EXECUTIVE SUMMARY

A recreational boat ramp is an amenity that has been contemplated in King Harbor for many years and is a component of the City's Local Coastal Program. At the July 30th, 2013 City Council meeting, the City Council provided direction to proceed with an Environmental Impact Report (EIR) 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.

The primary potential grant for boat ramp engineering and construction is funded through the State Division of Boating and Waterways (DBAW). Applications for this program are due April 1, 2014. To properly prepare an application by this date, the City Council, at their December 17th meeting, approved a timeline for engagement with a consultant as well as for outreach to the community regarding the project. This timeline included solicitation of input from the Harbor Commission.

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. 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 at the same site being proposed as part of the current revitalization concept in the Waterfront developed by CenterCal Properties.

DISCUSSION ON BOAT LAUNCH FACILITY CONFIGURATION

February 10, 2014

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 presents challenges. 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.

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 Portofino 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 the boat ramp and the modifications for the Lagoon were well received as a means to enhance the coastal recreation experience for residents and visitors.

Based on this City Council direction, the EIR process has been initiated 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 has engaged an outside consultant, marine engineering firm, Moffatt & Nichol, to evaluate the feasibility of these amenities. This process includes the development of an initial study which is 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 Boat Launch Facilities Grant, which has an application deadline of April 1. Preliminary conversations with state officials indicate that the proposed boat ramp has significant potential as a grant candidate.

The initial step in development of this initial study was a public meeting on February 6th. Information from this meeting was not available at the time of this administrative report but will be provided to the Commission when available. An aerial photo of the current site for the proposed facility as well as an aerial photo including proposed changes at neighboring Seaside Lagoon are included as an exhibit to this report. Key considerations for the new boat launch facility on which Harbor Commission input is requested include but are not limited to the following.

- Dimensions and configuration of the boat ramp relative to the shoreline and land side parcel
- Considerations regarding parking and vehicular access to the launch facility
- Relationship between the proposed launch facility and Seaside Lagoon, in light of proposed modifications, including the opening of Seaside Lagoon to the Harbor
- Waterside traffic considerations including increased volume of boaters, paddlers, and other watercraft
- Wave action and its impact on a launch facility in this location

DISCUSSION ON BOAT LAUNCH FACILITY CONFIGURATION

February 10, 2014

- Considerations relative to docking and boarding watercraft launching in this location
- Considerations regarding the aesthetic and environmental impact of the proposed facility
- Economic and operational factors related to the new ramp, including potential fees, maintenance, and hours of operation

The Harbor Commission, in its advisory capacity, has been asked by the City Council to provide input on the above considerations as well as to provide any other relevant input on the topic. Commission input along with input received by the public will be considered in the development of an initial study on the new launch facility by Moffatt & Nichol. After the public input sessions have been conducted, staff will return to the Harbor Commission to discuss a draft version of the report prior to its presentation to the City Council. The City Council approved timeline for the process is shown below for review.

- 12/17/13: City Council to consider timeline for boat ramp / Seaside Lagoon initial study and Grant Application
- 1/21/14: City Council to consider contract with consultant for initial study
- 1/6/14: Boater input meeting on boat ramp configuration
- 2/10/14: Harbor Commission to provide input on boat ramp Configuration**
- 1/27/14: Boater input meeting on boat ramp configuration
- 3/10/14: Harbor Commission to review draft initial study
- 3/18/14: City Council to review initial study
- 4/1/14: Boat ramp grant application due to State Department Dept. of Parks and Recreation

COORDINATION

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

FISCAL IMPACT

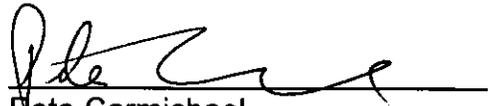
There is no fiscal impact associated with the development of this report. There are significant costs associated with the engineering and construction of the boat launch facility potentially covered through outside grants. The new launch facility is also

**DISCUSSION ON BOAT LAUNCH
FACILITY CONFIGURATION**

February 10, 2014

anticipated to have indirect fiscal impacts through increased economic activity at the marinas and businesses in the Waterfront.

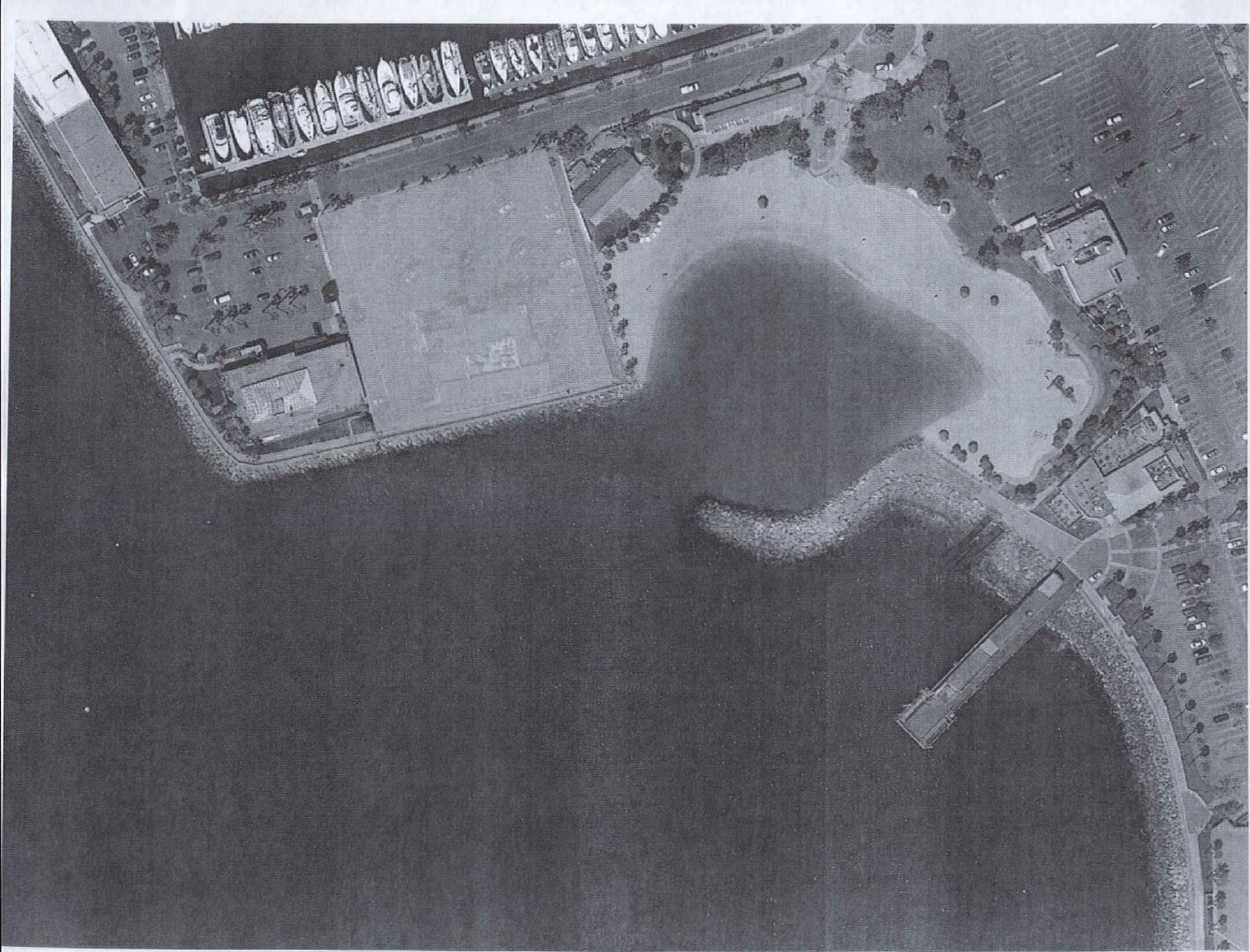
Submitted by:

A handwritten signature in black ink, appearing to read "Pete Carmichael", written over a horizontal line.

Pete Carmichael

Waterfront & Economic Development Director







Administrative Report

Commission Action Date: February 10, 2014

To: MEMBERS OF THE HARBOR COMMISSION

From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

Subject: LEADERSHIP REDONDO CLASS OF 2013 PROJECT FOR PUBLIC ART AT THE HERONDO STREET/HARBOR DRIVE GATEWAY IMPROVEMENT PROJECT

RECOMMENDATION

Receive, file and provide input on the proposed theme, location and budget for a Leadership Redondo Class of 2013 Project at the Herondo Street/Harbor Drive Gateway Improvement Project.

EXECUTIVE SUMMARY

The Leadership Redondo Class of 2013 has chosen a class project to place public art in the City with the theme "Welcome to Redondo." Specifically, the Class has identified one of the green spaces in Lot 13, which will be created as part of the Herondo Street/Harbor Drive Gateway Improvement Project, as the location for the public art installation. The proposed class project was presented to the Public Art Commission on January 22, 2014. Following input from the Harbor Commission regarding the proposed Class project, location, theme and anticipated budget, the project would be presented to City Council for approval. Following the City Council's approval of location, theme, and budget, artists would be solicited to submit appropriate artwork concepts and designs. The submissions would be reviewed by the Leadership Class, City staff, the Public Art and Harbor Commissions, and ultimately be presented to City Council for approval.

BACKGROUND

Leadership Redondo, a program of the Redondo Beach Chamber of Commerce & Visitors Bureau, is designed to prepare a select group of individuals who live and/or work in Redondo Beach to become future community leaders. Each year a group embarks on a two year commitment. The first twelve months are devoted primarily to a curriculum of intensive study about Redondo Beach's resources and residents, as well as citywide and regional governance and current issues. During the second year, the group completes a class project benefiting the livability and wellness of the community.

The Leadership Redondo Class of 2013 has selected a project to place a public artwork with the theme "Welcome to Redondo" at a green space location in the reconfigured Lot 13 at the Herondo Street/Harbor Drive Gateway Improvement Project. The selected green space borders the western side of the pedestrian and cycling pathways near the Redondo/Hermosa border. The artwork installation would permit the projected landscaping and plantings for the green space area. Maps of the proposed project location are attached to this report.

The Leadership Redondo Class of 2013 would undertake fundraising to provide the necessary budget for the public art project. The project budget for a public artwork would include the artist's fee, materials and construction of the artwork, as well as expenses for engineering, transportation, installation, lighting, security measures, and recognition plaques for donors, etc. The total fundraising goal for the project is \$20,000. In the event fundraising exceeds the amount needed for the project, excess funds would be allocated for ongoing maintenance of the public artwork. No City funds would be used for this project.

The Leadership Class of 2013 presented their class project to the Public Art Commission on January 22, 2014. The Commission was in favor of the theme, location and budget for the proposed public art class project and unanimously approved an artwork installation as proposed at the project location. The minutes from that meeting are attached to this report.

It should be noted that the Leadership Class of 2013 issued a preliminary RFP to assess the nature and costs of potential public artworks at the proposed location. Several submissions were received and one was deemed appropriate as an example of the style and budget sought by the class. An image of that artwork submission is attached to this report.

Following tonight's report to the Harbor Commission, the Leadership Redondo Class of 2013 class project would be presented to the City Council for approval of the proposed project theme, location, and budget.

COORDINATION

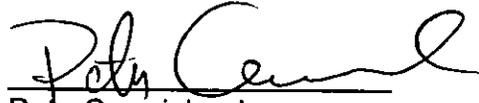
This report was coordinated with the Leadership Redondo Class of 2013, the Public Art Commission, the Community Services Department, and the Waterfront and Economic Development Department.

FISCAL IMPACT

The estimated budget for the Leadership Redondo Class of 2013 public art project is \$20,000. All project expenses are paid using donation funds raised by the Leadership Class. No City funds would be used for this project. If donation funds exceed the

amount needed for the project, excess donation funds shall be allocated for ongoing maintenance and possible relocation the artwork.

Submitted by:

A handwritten signature in black ink, appearing to read "Pete Carmichael", written over a horizontal line.

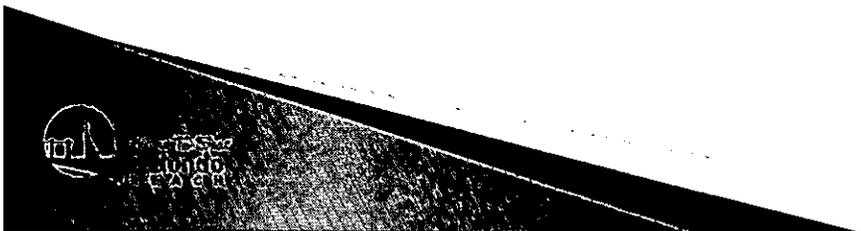
Pete Carmichael,
Waterfront and Economic Development Director

Attachments:

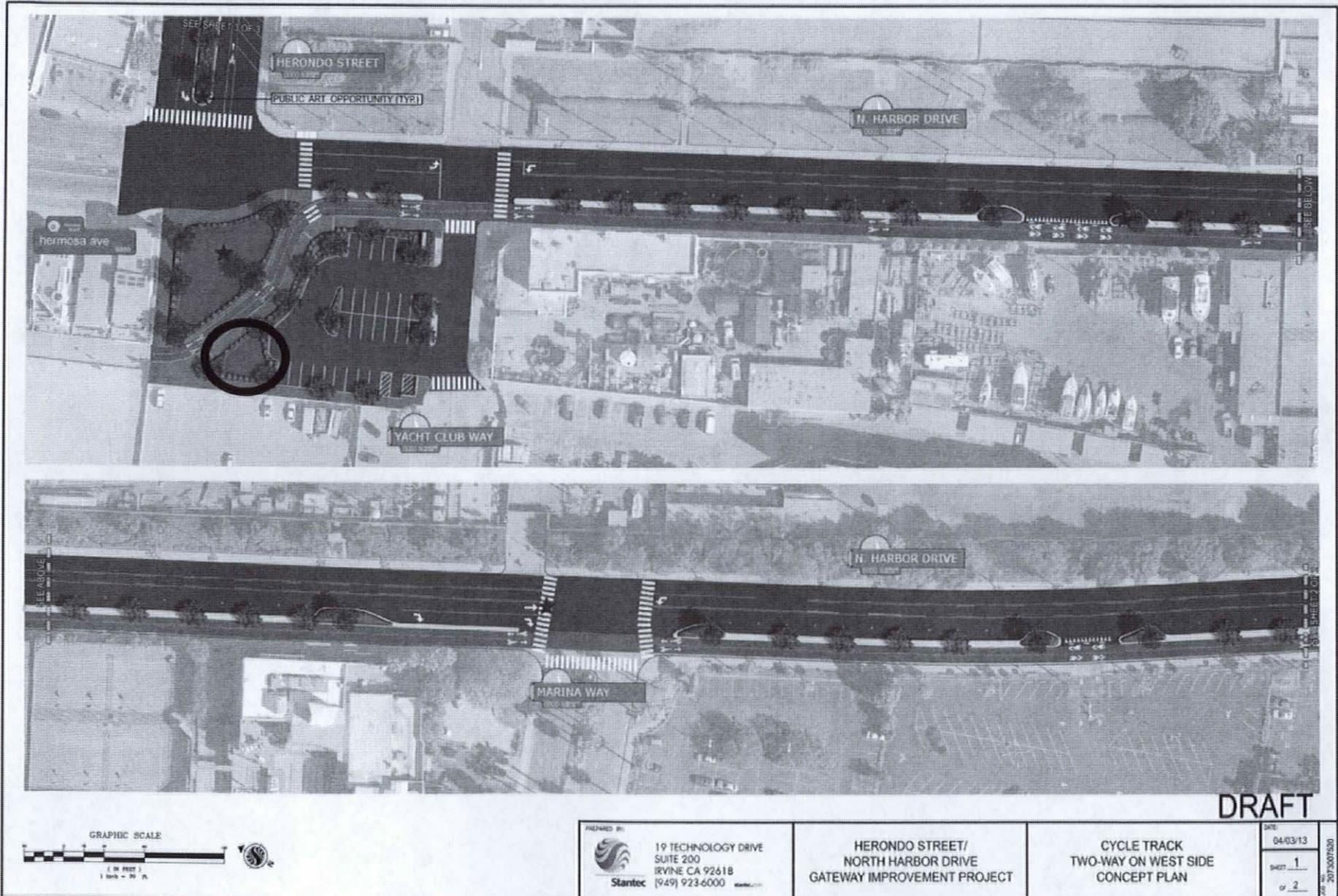
- Power Point Presentation
- January 22, 2014 Public Art Commission meeting minutes

Leadership Redondo Class of 2013 Project for Public Art at the Herondo Street/Harbor Drive Gateway Improvement Project

Harbor Commission Meeting
February 10, 2014



PROPOSED LOCATION OF PUBLIC ART INSTALLATION-LOT 13



DRAFT



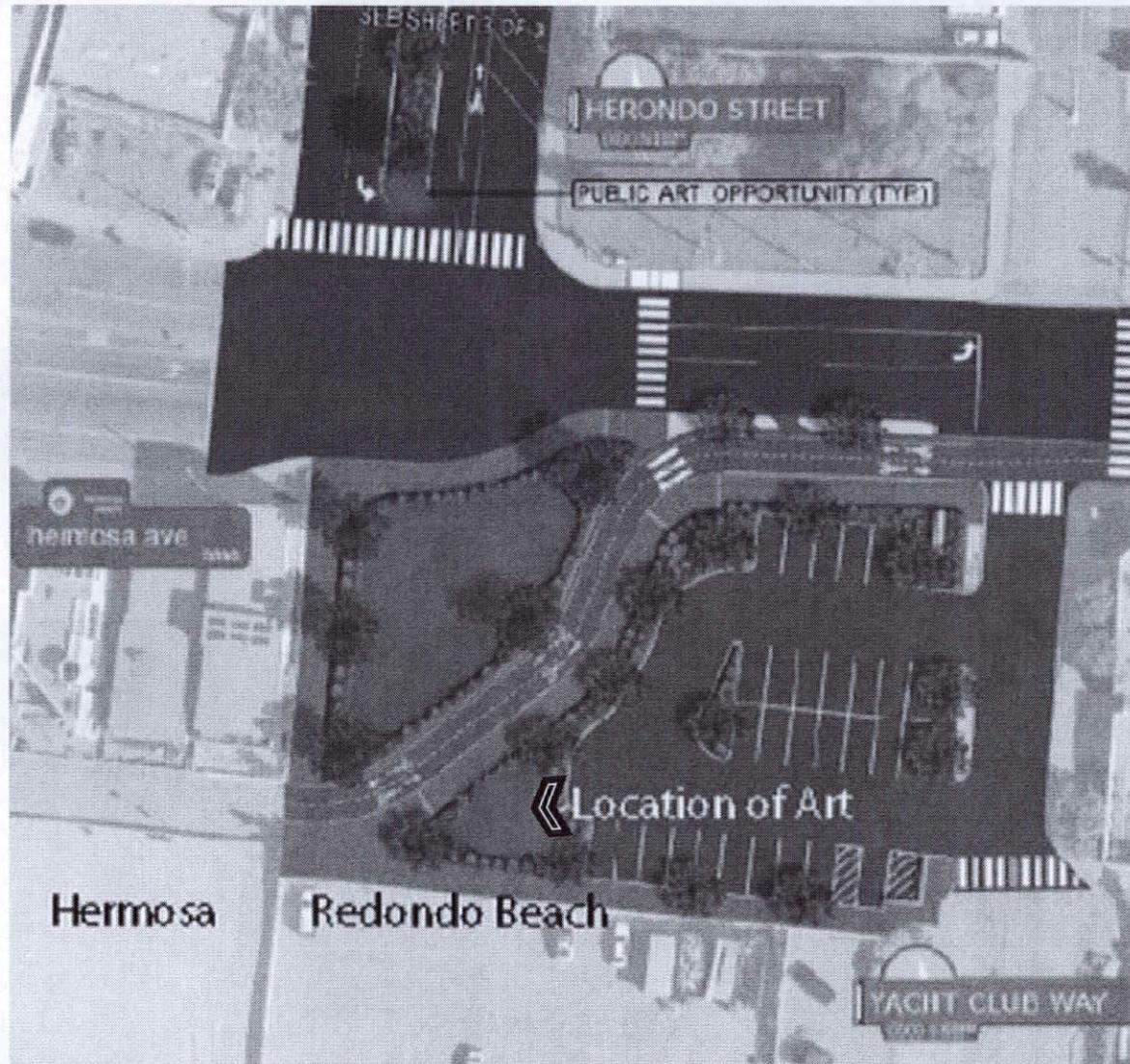
PREPARED BY:
 19 TECHNOLOGY DRIVE
 SUITE 200
 IRVINE CA 92618
 (949) 923-6000

HERONDO STREET/
 NORTH HARBOR DRIVE
 GATEWAY IMPROVEMENT PROJECT

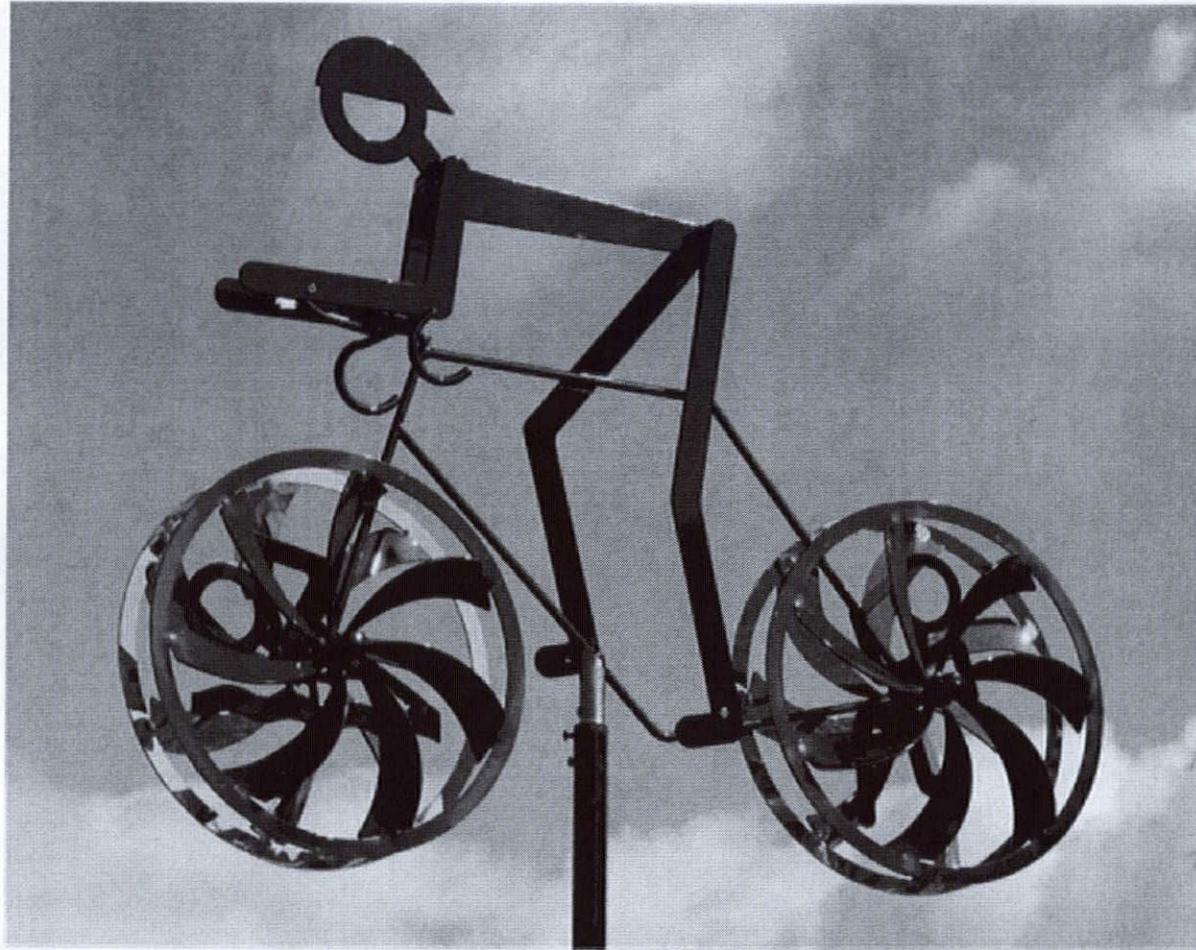
CYCLE TRACK
 TWO-WAY ON WEST SIDE
 CONCEPT PLAN

DATE: 04/03/13
 SHEET: 1
 OF: 2
 2013007500

PUBLIC ART INSTALLATION-ENLARGED VIEW



Artwork Example – “Love My Bike” by Amos Anderson



RECOMMENDATION

- ▶ Receive, file and provide input on the proposed theme, location and budget for a Leadership Redondo Class of 2013 Project at the Herondo Street/Harbor Drive Gateway Improvement Project.

CALL TO ORDER

A Regular Meeting of the Public Art Commission was called to order by Chair Moses at 7:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

ROLL CALL

Commissioners Present: Baughman, Gantner (arrived at 7:02), Garfield, Liljenwall, Moses, Nakano
Commissioners Absent: None
Officials Present: John La Rock, Cultural and Performing Arts Manager
Diane Cleary, Minutes Secretary

SALUTE TO THE FLAG

Chair Moses led the audience and Commissioners in a Salute to the Flag.

PRESENTATION AND ANNOUNCEMENTS

Commissioner Liljenwall announced a mARTi gras fundraiser on Friday March 28, 2014 from 7:30 to 11:30 p.m. at the Performing Arts Center presented by the Friends of the Redondo Beach Art.

Commissioner Nakano wished everyone a happy new year and upcoming Chinese new year. She also announced an exhibition at the Irvine Museum which runs through May 8 and the Eagle Fine Arts opening reception this Saturday from 6:30 to 10:30 p.m. in celebration of their exhibition Year of the Horse.

Commissioner Gantner announced an opening by Peggy Zast this Saturday from 6 to 9 p.m. in Palos Verdes.

APPROVAL OF ORDER OF AGENDA

Motion by Commissioner Nakano, seconded by Commissioner Garfield, to approve the Order of Agenda as presented. Motion carried unanimously.

CONSENT CALENDAR

- C1. APPROVED AFFIDAVIT OF POSTING** for the Public Art Commission Regular Meeting January 22, 2014.
- C2. APPROVED THE FOLLOWING MINUTES:** November 20, 2013.
- C3. APPROVED STRATEGIC PLAN UPDATE**

Motion by Commissioner Garfield, seconded by Commissioner Nakano, to approve Items C1 through C3. Motion carried unanimously.

ORAL AND WRITTEN COMMUNICATIONS

None.

EXCLUDED CONSENT CALENDAR

None.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Trinity Singer announced the completion of the Harbor Drive Mosaic project and stated a ceremony will be held on July 15, 2014. She noted the Commissioners will be receiving a formal invitation.

ITEMS FOR DISCUSSION PRIOR TO ACTION

H1. SUSTAINABLE WATER PRESENTATION

Grace Farwell, South Bay Cities Council of Governments, announced the 15th Annual General Assembly on February 28, 2014.

Ron Wildermuth, West Basin Municipal Water District, discussed the following:

- Providing Reliable Water
- What We Will Talk About Today
- What You May Not know About Our/Your Water
- Big Picture: Water is Becoming A Challenge Everywhere
- What is West Basin Doing to Solve These Problems and Protect You?
- Doubling Water Recycling
- Ocean Water Desalination
- Many Benefits of Water Reliability 2020
- What Will Be Your Water Legacy?
- Supporters

In response to Commissioner Gantner, Mr. Wildermuth explained the ground water agencies throughout the area and capturing rain water, but when stopped there is no place for it to go. He informed that they give away free rain barrels, toilets and weather based irrigation controllers. He also said Disneyland uses well water and is recycled, and the largest desal plant in the US is under construction in Carlsbad.

In response to Commissioner Baughman, Mr. Wildermuth stated they have "how to do" landscaping classes free of charge with the next class taking place on January 28, 2014. He said all information is on their website.

In response to Commissioner Garfield, Mr. Wildermuth stated they put 10,000 kids through their facilities every year and they pay for the buses, third grade up. He also said they have an art program for children submitting water-related art work and provide a computer as a prize. He said he can also provide more information and informed that all information is on the website.

Chair Moses stated this presentation tonight is relevant to the consideration of any future art works that involves water features, fountains or misters which could be wasteful for a future resource.

H2. LEADERSHIP REDONDO CLASS OF 2013 PROJECT PRESENTATION

Cultural and Performing Arts Manager John La Rock gave a report and announced the members of the class.

Motion by Commissioner Nakano, seconded by Commissioner Gantner, to receive and file the Power Point presentation and other material presented by Leadership Redondo.

Mr. Jeff Melodia, Leadership Redondo, gave a presentation and discussed the following:

- What is Leadership Redondo
- Past Projects
- This Year's Class
- Our Mission
- Timeline
- Map of the Project
- Initial Artist Submissions
- Qty. Three (3) Love My Bike Kinetic Sculptures
- Requested Recommendation

Chair Moses disclosed meeting with the Leadership Redondo Class.

Commissioner Nakano supported kinetic art which is a great form of sculpture for the community. Mr. Melodia reviewed their recommendation and recast the existing RFP with a new sunset date and any other particulars mandated by Council.

Commissioner Liljenwall supported the bicycle pieces.

Mr. Melodia stated they are looking at having more than one, possibly two bicycle art pieces, but stated they are flexible with the number.

In response to Commissioner Nakano, Mr. Melodia stated they just had a general fund raiser in December raising \$2500, and they have corporate sponsors and contacts. He also said their goal is \$20,000 and most of this would be in the art and lighting.

Commissioner Nakano stated the corner should already be lit due to the location and intersection and it is triangular shaped, with art taking up a corner to offset the space. She also said the elevation could allow for the opportunity for additional public art.

In response to Commissioner Baughman, Mr. Melodia stated the footprint is 5 x 5 feet and it can accommodate the bikes by changing their elevation. He also said they are looking at this location and would get further direction from City Council and Public Works.

Commissioner Baughman supported the kinetic pieces.

Chair Moses suggested going with the current project, noting there is a good solution with some momentum, and something to fundraise towards which is a visible goal.

Cultural and Performing Arts Manager John La Rock stated if the class were to forego a second RFP issuance, staff could bring this item back in March to the Commission to consider one of the proposals. If a second RFP took place, he suggested that the Commission discuss the validity of such a wide range of budgetary numbers. He also said based on timelines, this item would go to Council February 19. He said the

deadline for submissions would be March 9 for a second RFP, and he anticipated a June 11 Council meeting.

In response to Commissioner Gantner, Mr. Melodia stated the completion would be September which fits within the realm of their class and all three can be done within this period.

In response to Commissioner Garfield, Mr. Melodia stated the kinetic art is completed and noted there is a website available to see it in action, noting there has been positive feedback.

Chair Moses suggested an agreement with the artists to maintain or supply any maintenance needed or parts, and believed the budget at \$20k is achievable.

Commissioner Nakano stated the timeline may be too ambitious and suggested moving forward with the kinetic sculpture project as it stands.

Cultural and Performing Arts Manager John La Rock clarified the works for Redondo would be originally created with some custom elements for Redondo as well.

In response to Chair Moses, Mr. Melodia stated that they have unanimously agreed with the bicycle project.

Commissioner Nakano suggested using recycled materials and to engage the mosaic artists to do something along the foundation to augment the sculptures.

Chair Moses suggested using 316L which is low carbon and highest grade stainless steel.

In response to Chair Moses, Cultural and Performing Arts Manager John La Rock stated there would be no conflict with City plans in the area.

Motion by Commissioner Nakano, seconded by Commissioner Lijenwall, to have the Leadership Redondo 2013 Class move forward with their selected artists of Amos Robinson, and to consider the DP Mosaics artist team and incorporate additional art opportunities as they see fit in their budget. Motion carried unanimously.

H3. MEMORANDUM FROM COMMISSION TO CITY COUNCIL REGARDING PUBLIC ART ORDINANCE

Motion by Commissioner Nakano, seconded by Commissioner Baughman to receive and file a memo drafted by Commissioner Gantner. Motion carried unanimously.

Cultural and Performing Arts Manager John La Rock gave a report and stated the last memorandum was just a paragraph that didn't incorporate with the specifics that is included in tonight's letter. He said the Commission may discuss the contents of this memo and dictate wording in order that it may be submitted to the City Council prior to their upcoming Strategic Planning meeting.

Commissioner Nakano read the previous letter presented last fall.

Cultural and Performing Arts Manager John La Rock stated the key language to use would be that the Council move the art ordinance item from the future objective list to an actively scheduled Strategic Plan goal.

After further discussion, the Public Art Commission drafted the following the language:

- That the Public Art Commission respectfully requests that the City Council move the Public Art Ordinance from a future objective to a scheduled item of the new Strategic Plan schedule.
- That the Public Art Commission unanimously recommends that a percent for public art program is the most universal effective way to fund a public art program for the City of Redondo Beach.

Motion by Commissioner Nakano, seconded by Commissioner Moses, to submit a letter to the City Council advising the advancement of the Public Art Ordinance for consideration at the next Strategic Planning meeting, and the text of which will follow. Motion carried unanimously.

H4. GREENSTREET REDONDO PUBLIC ART SCULPTURE UPDATE

Cultural and Performing Arts Manager John La Rock gave a report on the sculpture update and stated the developer is anticipating finishing their consideration of several art works to be installed by early summer, to be presented to the Planning Commission and then approval by City Council.

Motion by Commissioner Nakano, seconded by Commissioner Baughman, to receive and file the update. Motion carried unanimously.

H5. GREENSTREET REDONDO PUBLIC ART MURAL UPDATE

Cultural and Performing Arts Manager John La Rock gave a report and discussed the following:

- Existing Wall at City Public Works Yard
- Seven Wall Mural RFP Proposals
- Vanesa Andrade works - Partial Center View, Left View, Right View
- Previous Work Examples by Vanesa Andrade
- Debbie Collette & Patti Linnett-DP Mosaics and previous works
- Bridget Duffy – Beach Life, Undersea Paradise and other work examples
- Renato Daina proposals and work examples
- Art Mortimer – work examples
- Val Simon proposals
- Betty Rosen Ziff work examples

Motion by Commissioner Nakano, seconded by Commissioner Baughman, to receive and file additional material. Motion carried unanimously.

In response to Commissioner Gantner, Cultural and Performing Arts Manager John La Rock stated there could be other artists and submissions which will be presented in March, and the developer hopes to have the mural finished by early spring of this year.

In response to Commissioner Baughman, Cultural and Performing Arts Manager John La Rock believed that the developer would welcome any feedback from the Commission.

Commissioner Gantner supported the work of Art Mortimer which is a standout, and she supported it coming from Hermosa Beach and flowing into Redondo Beach.

Commissioner Baughman also supported Art Mortimer and suggested he provide a few more examples. She also believed a painted mural may be more appropriate for the wall rather than the mosaics. She also supported Bridget Duffy who has an extensive background.

Commissioner Garfield also supported Bridget Duffy's work and also Art Mortimer's work, but not his image presented for the mural and not a banner.

Commissioner Liljanwall stated Art Mortimer's work isn't appropriate for the wall which is more chopped up and suggested something new and fresh for the building. She also supported Bridget Duffy's work as well as Renato Daina's work on the first page, being a full story going the entire length of the wall. She also loved DP Mosaic's proposal but she believed there should be a painted mural on the wall.

Chair Moses also stated Art Mortimer's work is not using the space as it should and questioned if the budget were an issue. He also said the water scenes are not that creative and also expressed concern with vandalism of the wall with the use of mosaics.

Debbie Collette and Patti Linnett stated there would only be a designated area along the wall and reviewed their proposal which is 60 feet long. Ms. Collette also explained that the band is broken tile running through it matching the same color of the painted wall.

Chair Moses stated any mural at that street level that gets vandalized is difficult to fix but getting something off tiles would be easier to clean and maintain and he supported the DB Mosaic proposal. He also suggested bringing their idea to the developer.

Commissioner Nakano noted that Vanesa Andrade's submission is unique and colorful and supported her artist statement, but she did not support Art Mortimer's mural. She noted also there is an opportunity to paint the whole side of the building with some of the other submissions. She also supported Renato Daino's submissions.

Commissioner Gantner stated the whole wall could at least be painted at minimum if a design did not take place.

Commissioner Garfield questioned if the price may be a factor as well.

Chair Moses supported Vanessa Andrade's work.

Cultural and Performing Arts Manager John La Rock stated a report will be brought back to the Commission at the next meeting identifying any additional submissions and all will be brought back into one cumulative presentation where the Commission could then make recommendations.

Chair Moses suggested painting the wall the base color in one canvas.

H6. CATALINA ENTRYWAY SCULPTURE LIGHTING UPDATE

Cultural and Performing Arts Manager John La Rock gave a report and stated the controller is below ground and is not routine or deemed urgent. He said a technician has been assigned and staff will be present at work order completion date.

In response to Chair Moses, Cultural and Performing Arts Manager John La Rock stated the controller is in a sewer access area. He also said he will be checking the lights, etc.

Motion by Commissioner Nakano, seconded by Commissioner Liljenwall to receive and file the report. Motion carried unanimously.

H7. ESPLANADE BOLLARD MOSAICS FUNDING

Cultural and Performing Arts Manager John La Rock gave a report and stated two of the five sections have been completed. He stated the report tonight details final locations, bollards and pricing, and suggested discussion allocation from the existing Public Art CIP to fund some or all of the remaining bollard project to complete it.

Debbie Collette stated there are 10 bollards left and the next set that are due would be located on Avenue A. She reviewed the cost and noted tremendous support from the art groups but believed they are tapped out at this point. She said they would like to see the project completed and asked that the Commission fund the remaining \$6,000 which would be the east and west facing.

Commissioner Nakano suggested approaching the merchants on Avenue A for partial funding who would be benefitting from the traffic.

Ms. Collette stated some of the art groups were doing this, putting together events, and funds went towards the sunset bollards.

Commissioner Garfield stated a percentage for food at restaurants from the Redondo Beach Art Groups and suggested Avenue A Bar and Grill may want to donate, noting they have a happy hour and may want to do a percentage of their day to support public art.

Ms. Collette stated they may need a group to do the approaching.

Commissioner Liljenwall suggested presenting this to the Friends of Redondo Beach Arts.

In response to Commissioner Gantner, Cultural and Performing Arts Manager John La Rock stated it would be valid to recommend to Council an allocation to complete this project, but said it is important that it be presented as matching funding.

Commissioner Baughman recommended that the funds come from Public Art Commission monies.

In response to Chair Moses, Ms. Collette stated that \$4200 was raised for the sunset bollards, at \$600 a post and has been completed.

Chair Moses recommended that the Public Art Commission fund the entire amount and see the project gets finished.

Motion by Commissioner Garfield, seconded by Commissioner Baughman, to recommend to City Council to allocate funds from the CIP Public Art allocation of \$6k to complete the bollards as described in the staff report on Avenues A, F and I, for a total of 10 bollards. Motion carried unanimously.

COMMISSIONER REFERRALS TO STAFF

Cultural and Performing Arts Manager John La Rock stated the next Public Art Commission meeting will be the day before the Strategic Planning meeting and stated he will bring any pertinent information to the meeting. He also said the Public Art Commission meeting on March 26 will include the annual report from the City Manager on the 2014/15 City FY budget process.

Commissioner Nakano reviewed an article from Florence, South Carolina, which discusses an alternative funding method with the City raising money on an annual basis by selling memberships to the community. She also reviewed a document on the National Endowment for the Arts regarding the 2013 funding grant awardees and stated funds are available from many sources and said she would be available to help with grant writing.

ADJOURNED: 9:30 PM

There being no further business to come before the Commission, Chair Moses adjourned the meeting at 9:30 p.m. to a Regular Meeting to be held at 7:00 p.m. on Wednesday, March 26, 2014 in the Redondo Beach City Council Chambers, 415 Diamond Street, Redondo Beach, California. Motion carried unanimously.

Respectfully submitted,

John La Rock
Performing and Cultural Arts Manager



Administrative Report

Commission Action Date: February 10, 2014

To: MEMBERS OF THE HARBOR COMMISSION

From: PETE CARMICHAEL, WATERFRONT AND ECONOMIC DEVELOPMENT DIRECTOR

Subject: DISCUSSION ON POTENTIAL ORDINANCE AND PERMIT PROCESS FOR STAND UP PADDLEBOARDING IN KING HARBOR

RECOMMENDATION

1. Receive and file this report and provide input to the City Council regarding a potential new ordinance and permit process regulating stand up paddleboarding in King Harbor

EXECUTIVE SUMMARY

Stand up Paddleboarding (SUP) is rapidly growing in popularity throughout coastal areas including Redondo Beach. The protected waters of King Harbor make it an ideal place for the sport, particularly for beginners and organized instruction. As the sport has grown in popularity, it has spurred discussion regarding the need for regulation. In 2012, the City Council made the regulation of this growing sport a priority by placing it on the City's Strategic Plan.

City Staff is developing a regulatory framework to address stand up paddle boarding in King Harbor through a new ordinance as well as a permit process for businesses using the Harbor for organized classes and instruction. This item has been brought before the Harbor Commission to solicit input on a potential regulatory framework. This input will then be included in a presentation to the City Council in the coming months on the same topic.

BACKGROUND

A 2013 report called Stand up Paddle Boarding the outdoor sporting activity with the most first-time participants of any in the United States last year¹. Paddlers race on lakes, large rivers and canals, ride standing waves, and glide over long distances along sea coasts, often using tail winds to aid the trip. The sport's popularity has grown rapidly in Southern California, the South Bay, and within King Harbor, where the protected waters provide easy access and an ideal environment for beginning paddlers

¹ [^ Outdoor Industry Association's Outdoor Recreation Participation Report 2013](#)

Administrative Report
DISCUSSION ON POTENTIAL ORDINANCE
AND PERMIT PROCESS FOR STAND UP PADDLE
BOARDING IN KING HARBOR
Page 2

February 10, 2014

and instruction. To address the sports growing popularity in King Harbor and help ensure a safe environment for paddlers and boaters, the City Council directed staff to research and recommend a regulatory approach via the City's Strategic Plan.

Staff is currently developing a two part approach to regulation, including an ordinance and a permit process. The ordinance is meant to provide a broad set of rules governing the safe use of the paddle boards and would apply to all paddlers, both individuals and participants in organized classes. Key components being considered in the proposed ordinance include;

- Safe use of paddle boards and required equipment
- Obedience to Peace Officers, Harbor Patrol, and Lifeguards
- Right of Way
- Qualifications for Organized Instruction
 - SUP certification, CPR, First Aid certification, safety equipment
- Permissible and restricted locations for paddling within the Harbor
- Permissible hours of the day for paddling in the Harbor

In addition to the ordinance, staff is developing a permit process for businesses that wish to offer organized classes and paddling in the Harbor. This process would be established to ensure that companies are qualified to operate safely, and have sufficient insurance and indemnification in place to protect the City. Additionally, the City, as trustee of State Tidelands property is obligated to achieve a fair rate of return on the commercial use of State property. With this in mind, there would be a permit fee for operators, in line with similar fees in other coastal cities. In summary, the key components being considered in the proposed permit process for commercial operators include;

- Qualifications for instructors
 - SUP certification, CPR, First Aid certification, safety equipment
- Insurance requirements with coverage extension for City
- Indemnification agreement
- Annual fee charged as a flat rate or as a percentage of revenue
- City of Redondo Beach Business License

This permit would be a requirement for any business offering classes or organized paddling activity in the Harbor for which participants are paying a fee. Rental of equipment to the public on City or State property throughout the Pier and Harbor is not permitted unless granted by way of a separate agreement (such as a lease) that has been approved by the City.

COORDINATION

The Waterfront & Economic Development Department coordinated with the Fire Department and the City Attorney's Office on the development of this report.

FISCAL IMPACT

There is no fiscal impact associated with this report. The growth of stand up paddle boarding in the Harbor and an associated ordinance and permit is likely to have a variety of direct and indirect fiscal impacts on the City; through increased Harbor Patrol costs, new permit revenue, and increased economic activity at Waterfront businesses.

Submitted by:



Pete Carmichael
Waterfront & Economic Development Director



Administrative Report

Commission Action Date: February 10, 2014

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

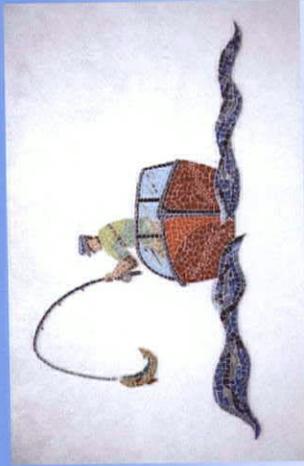
Department staff collaborated on the development of this report.

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



Sat.

Feb. 22, 2014

1:30pm

**HARBOR DRIVE
MOSAIC WALL
COMMEMORATION
CELEBRATION**

Where:

Tarsan S.U.P.

831 Harbor Drive

Redondo Beach



Please join us to celebrate the completion of the Harbor Drive Mosaic Wall.

Please
place

King Harbor Marina

Apartments ■ Offices ■ Boat Slips

208 Yacht Club Way
Redondo Beach, CA 90277
310.376.6926 ■ kingharbor.com

King Harbor is in the middle of a Renaissance of Public Art. From the "Ocean Steps" to the "George Freeth Memorial", the many King Harbor businesses have long been advocates for Public Art as vital to improving and enhancing the community. As the lead sponsor and host location for the latest installation of Public Art,

King Harbor Marina invites you to the

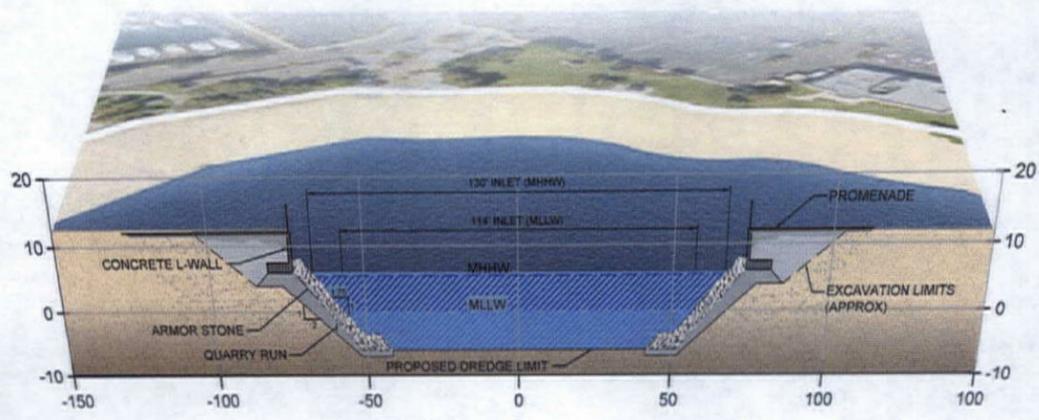
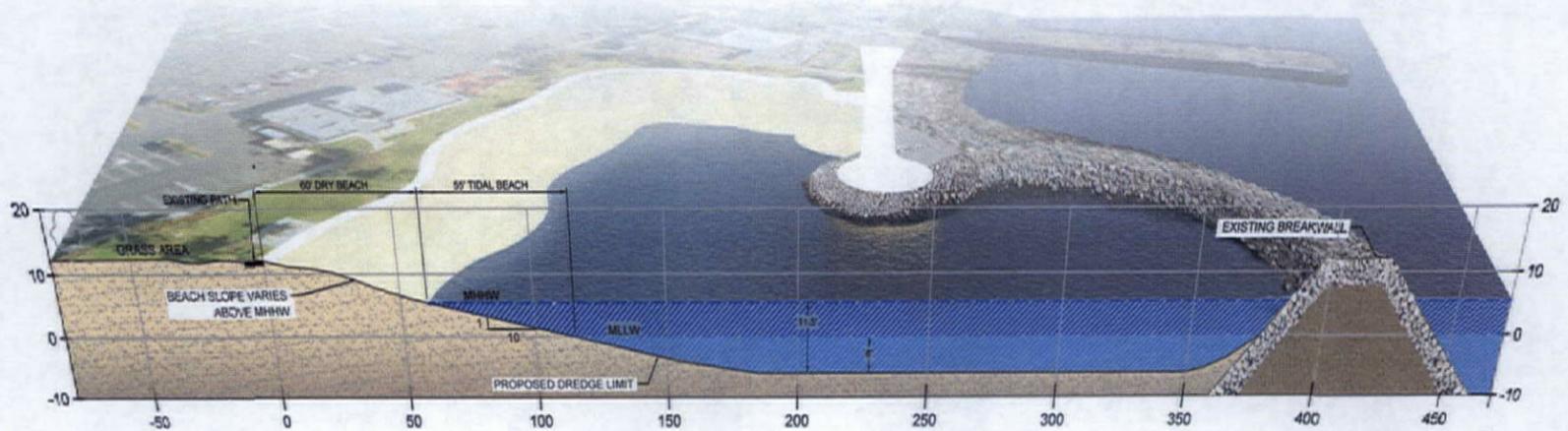
Harbor Drive Mosaic Wall

Commemoration Celebration

to honor the other sponsors and talented artists who made this beautiful work of art a reality.

After the celebration please stay for the Grand Opening of Tarsan Stand-Up Paddle Boarding and enjoy food, drinks, and live entertainment as we welcome this new business to our community.

Please RSVP to Trinity Singer at (310)874-8692 or
trinity.x.rose@gmail.com



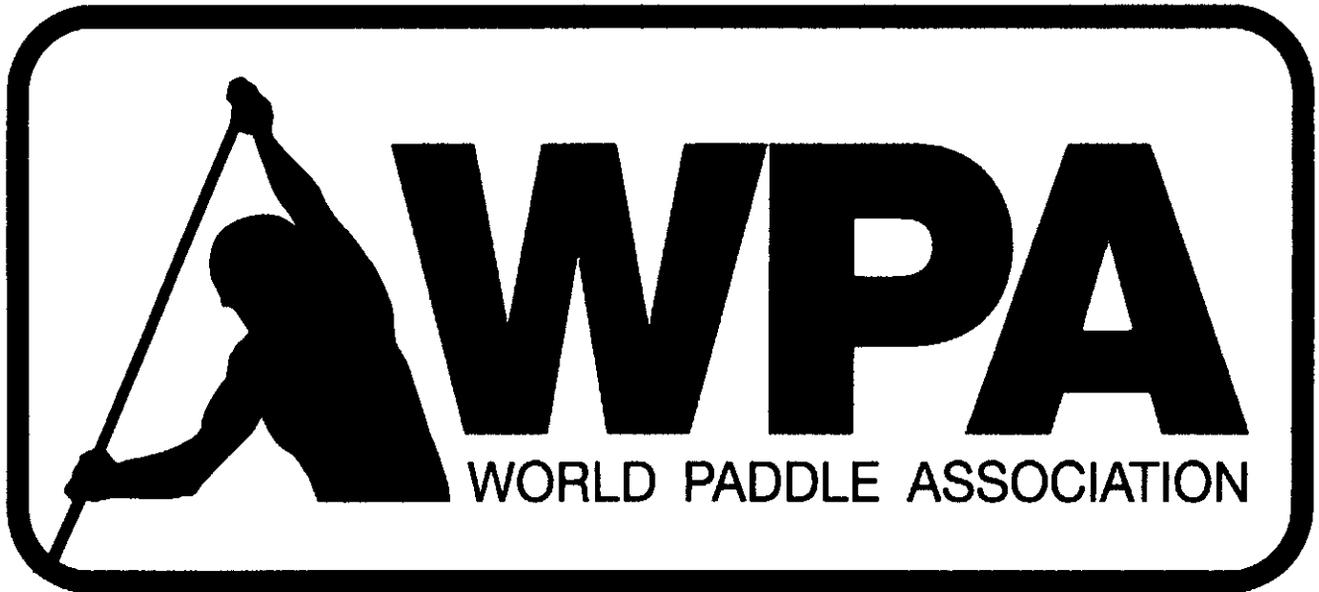
R/F Bob Sherwood 2/10/14



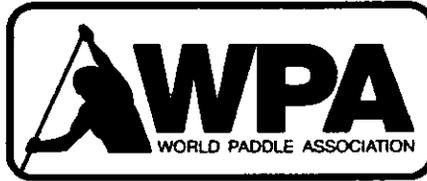
R/F from
Jason Shocks
2/10/13

WPA

Water Safety Instruction



“SUP Education for Fun and Safety”



WPA Water Safety for Instructors- Introduction

WPA Board of Water Safety

- Jay Butki- Master Class I
- Mitch Kahn- Master Class I
- Byron Kurt- Class III
- Rob Pelkey- Master Class I
- Billy Whitford- Master Class I
- Gary Wise- Master Class I

***Instructor Class levels/Fees**

- Class I: fee \$200.00
- Class II: fee \$250.00
- Class III: fee \$295.00
- Master Class I: fee \$395.00

*Most instructors will need to complete Class I and each instructor will be evaluated for Class II.

- Total WPA Water Safety instructors- 61

Instructor Requirements

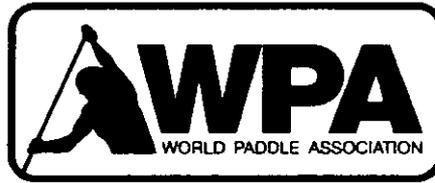
- CPR/First Aid certificate (class format only)
- Obtain Liability insurance coverage (personal or company)
- \$75 per year to maintain WPA instructor certificate (fee is included the first year)
- 80% or better on WPA Water Safety for Instructors, Level I certification exam
- Be or become a WPA member

Benefits

- Marketing: instructors posted by level and region on the WPA website
- Insurance: 30-40% discount for individual and company insurance (U.S. only)
- Structured organization prepared by the Instructional Board
- Updates: technique and laws supplied to all members

For more information e-mail or go to: info@worldpaddleassociation.com

www.worldpaddleassociation.com

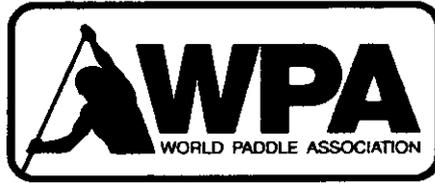


WPA Water Safety for Instructors- Level I

Introduction	15 min
<ul style="list-style-type: none">• About the WPA• Purpose• Water safety and SUP	
Board and Equipment Purchasing	30 min
<ul style="list-style-type: none">• Board: Types of boards, ability, needs and future wants• Paddle: length, blade, shaft flex• Required accessories: PFD, whistle• Accessories: leash, fin, pad, clothing, sunscreen, footwear	
SUP Education	30 min
<ul style="list-style-type: none">• Board handling, securing• Protecting and repairing your equipment• Etiquette	
Injury Prevention	15 min
<ul style="list-style-type: none">• Preparation• Activate your muscles, stretching• Hydration and food	
Local Knowledge	30 min
<ul style="list-style-type: none">• Paddling areas, launches and exits• Prevailing conditions• Safety organizations, contact• Laws• Wildlife	
Safety Plan	15 min
<ul style="list-style-type: none">• Inform others of your paddling route and duration• Buddy system• Communication devices, channels	

For more information e-mail or go to: info@worldpaddleassociation.com

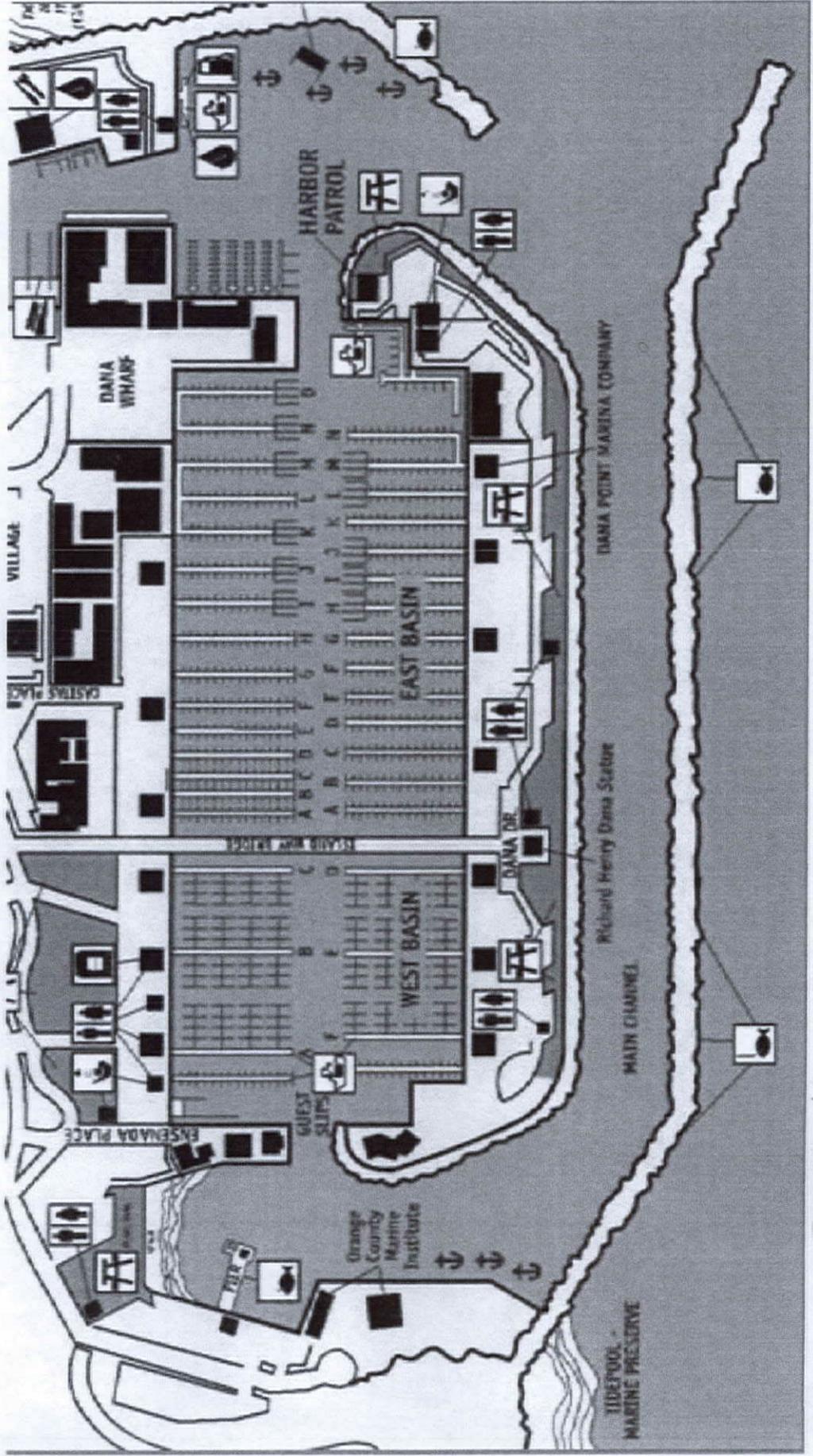
www.worldpaddleassociation.com



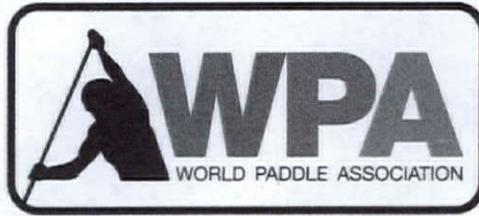
Water Dynamics I: Recognizing Patterns and Reading Conditions	45 min
<ul style="list-style-type: none">• Weather forecast and inclement weather, resources• Wind• Tides, currents• Boat wake and wave effects• Know when to say "no"	
Boating Laws, Safety	30 min
<ul style="list-style-type: none">• Local ordinances, considerations• Shoal/channel markers• Right of way, boat traffic and signals• Wind warning flag sequence	
WATER INSTRUCTION – Instructors and participants in the water	
Board Skills: Technique, Efficiency	30 min
<ul style="list-style-type: none">• Identifying skill level and Profiling• Mounting and dismounting the board• Stance, position, imbalances and three points of contact• Paddle entry, power area and return• Maneuvering and turning	
Self Rescue	30 min
<ul style="list-style-type: none">• Considerations• Technique• Demonstration, guided practice	
Water Safety I - First Response	1 hr
<ul style="list-style-type: none">• Items to assist in your rescue• Evaluating the situation, identifying injuries• Common scenarios: exhaustion, hyper/hypothermia, dehydration, asthma, allergies, heart conditions, lacerations, etc...• Rescue techniques, demonstrations, guided practice• Post-rescue considerations	
Q/A, Wrap Up	

For more information e-mail or go to: info@worldpaddleassociation.com

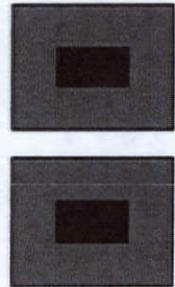
www.worldpaddleassociation.com



Post local paddling areas to include safe entry and exit points, flow of traffic and safety authority locations



Wind Warning Flags



**Small Craft
Advisory**

**Winds
15 to 38 mph**

Gale Warning

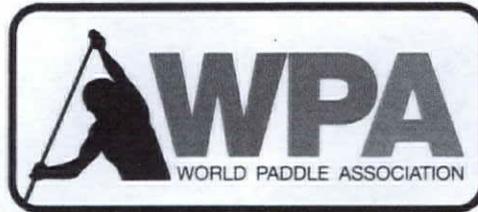
**Winds
39 to 54 mph**

Storm Warning

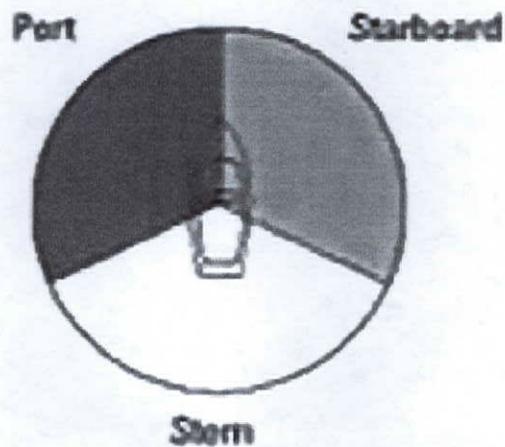
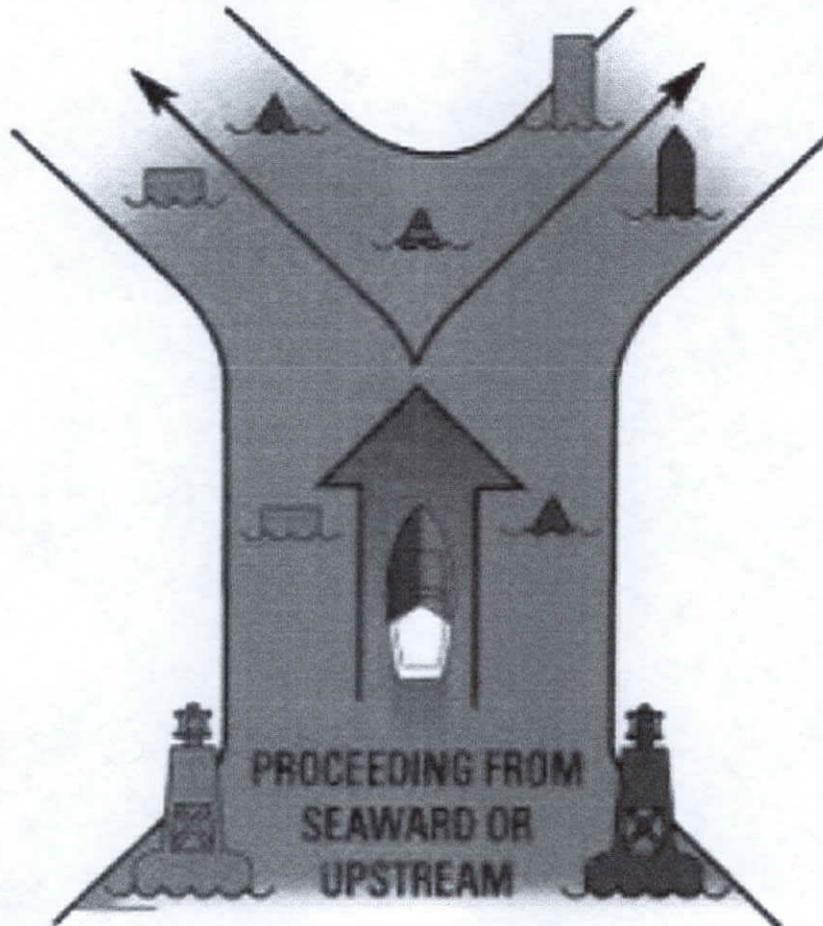
**Winds
55 to 73 mph**

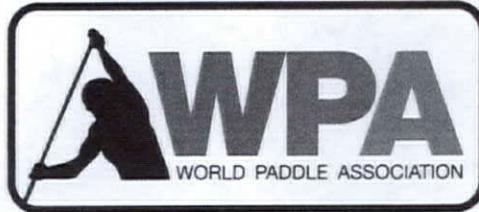
**Hurricane
Warning**

**Winds
74 mph +**



Boating Traffic and right away



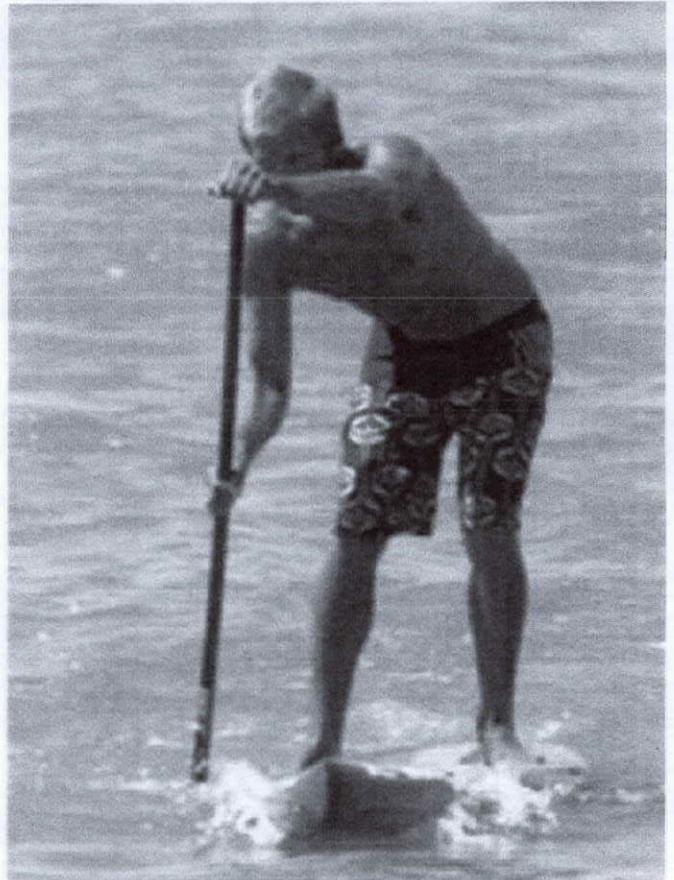


Reach and Quiet entry



This will allow you to pull the maximum amount of water while being very efficient during each stroke.

Top hand over the bottom hand



This will give the paddler more power in their stroke and keep the board tracking on a straighter line.

R/F mdt 2/10/14

Boater Input Meeting on Boat Ramp - February 6, 2014

There were about twenty boaters in attendance, representing a cross-section of boating disciplines. The marine engineering firm, Moffatt & Nichol, was represented by Bob Sherwood and Rob Sloop. Eco-architectural support was provided by New West Land Company, represented by Clark Stevens. The Harbor Commission was represented by Michael Jackson, Kari Keidser, Lenore Bloss, and Christian Horvath. The Waterfront Department was represented by Pete Carmichael and Jim Allen.

The Waterfront Director reminded everyone that our Local Coastal Program, approved by the Coastal Commission, requires the construction of the Boat Ramp with future developments.

They advised that, for that evening, we could discuss the Joe's Crab Shack location and the Seaside Lagoon as a whole. Regarding whether we could actually swap the locations of the Ramp and the Lagoon, they advised that there would need to be compelling reasons to do so, as there would be significant increased foundation costs. None of the attendees proposed such.

There were discussions regarding how to separate the swimmers from the paddlers, and separate the paddlers from the Boat Ramp. There was consensus that, at the Lagoon, the swimming area should be at the south end, and the paddle launching should be at the north end, so that the paddlers could share landside facilities with the boat ramp (e.g.) bathrooms and wash down area.

The current sketches of the Lagoon, in the Waterfront Revitalization, depict the opening facing to the North. It was suggested that the opening could face to the South, in order to direct paddlers away from the boat ramp traffic. A 'no-wake' zone was suggested for the harbor entrance.

There was a general discussion of water circulation, relative to the storm water outlet, and potential fuel and oil leakage from vessels using the ramp.

The engineering firm advised that structural surge mitigation would be required, in order to protect the Boat Ramp and the Lagoon from storm surge, and that such protection would occupy some of the currently navigable water.

In addition to grant funding from the Division of Boating and Waterways, the firm advised that funding from the CA Coastal Conservancy might be able, including for the surge mitigation.

It was acknowledged that the South Turning Basin is currently regularly used for the dropping of sails on larger boats, and for both youth and adult sailing instruction. The firm suggested that, in order to minimize the outward incursion into the Harbor, and to preserve the most navigable water in the Basin, the Boat Ramp could potentially be located within a "subtraction" into the land of the Mole. Of course, this would have some impact on the available parking space.

It was acknowledged that the configuration of the docks, relative to the wind direction, would need to support the approach of sailboats without auxiliary power.

There was discussion about also providing some gust docking, adjacent to the ramp area, and/or within Basin 3, including at the current hoist location.

It was acknowledged that the car traffic lanes would need to be designed to mitigate negative impacts on the neighboring hotel, marinas, and other businesses.

It was suggested that on-site paddleboard storage would reduce the loading & unloading traffic.

The US Coast Guard Auxiliary could provide courtesy vessel inspections, at the Boat Ramp, if some modest equipment storage was provided.

An attendee noted that some citizens would like to see more open space to the immediate east of the Lagoon, rather than the parking structure currently contemplated in the waterfront revitalization.