AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND LBP CONSULTING, LLC

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and LBP Consulting, LLC, a California limited liability company ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."

2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.

2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable,

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

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.

6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.

10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant’s receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate

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

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

    a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

    b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.

18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

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

    The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. 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.

21. 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.

22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

23. 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.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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.

26. Time of Essence. Time is of the essence of this Agreement.

27. 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.

28. 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."

29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

32. 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.

33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.

36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 13th day of May, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
6BC0853B8F644F1...

James A. Light, Mayor

LBP Consulting, LLC,
a California limited liability company

Signed by:
D269BC9A842D485...

By: Beau K. Basse
Name: Beau K. Basse
Title: Owner

ATTEST:

DocuSigned by:
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

Signed by:
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Signed by:
A5A27AAE40834DE...

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. DEFINITIONS

A. **Placemaking:** The process of creating and enhancing spaces to promote community engagement, social interaction and a sense of place. It is a collaborative, community-based approach that involves the design, activation and management of spaces to reflect the unique character and identity of a community.

B. **Placekeeping:** The practice of preserving and maintaining social, cultural and environmental assets of a place. Placekeeping protects the unique character of a place through strategies such as environmental conservation, the promotion of local businesses, and the celebration of cultural traditions.

C. **Site:** The section of Artesia Boulevard that runs from the transportation easement (rail line) east of Inglewood Avenue to the western City boundary at Aviation Boulevard. It occupies a strategic location in North Redondo Beach and presents an opportunity to become a robust, pedestrian-oriented community hub.

D. **Part 1:** Consultant shall identify and recommend public art projects that can be accomplished with the currently appropriated amount of four hundred fifty thousand dollars ($450,000), including up to $45,000 for Consultant's compensation. These recommendations shall align with the City's goals of the Site and available funding.

E. **Part 2:** Consultant shall identify and recommend additional public art projects that can be accomplished with an additional five hundred fifty thousand dollars ($550,000), potentially including up to $55,000 for Consultant's compensation. Projects in Part 2 may expand upon, enhance, or introduce new public art projects beyond those identified in Part 1.

II. CONSULTANT'S DUTIES

Consultant shall develop a Comprehensive Public Art Placemaking and Placekeeping Plan (the "Plan") for the potential installation of at least three (3) public art projects at the Site, ensuring alignment with the recommendations set forth in the Artesia Aviation Corridor Area Plan ("AACP").

A. **Task 1: SWOT Analysis and First Drafts of Plan**
Consultant shall:

1. Engage and collaborate with key decision-makers and stakeholders to understand expectations for the public art projects, with a budget ranging from $450,000 to $1,000,000.

2. Conduct a review of existing public art, Placemaking and Placekeeping assets along the Site. This assessment shall evaluate their ability to reflect the unique character and identity of the Site and its surrounding neighborhoods.

3. Prepare at least two drafts of the Plan and present it to the City Council for discussion and approval.

4. Provide the following deliverables:
   a. Perform a Strengths, Weaknesses, Opportunities, Threats ("SWOT") analysis of public art Placemaking and Placekeeping along the Site to include the following:
      i. A database of area businesses, residents and other stakeholders.
      ii. Engagement and collaboration with key decision-makers and stakeholders, including but not limited to:
         (a) The North Redondo Beach Business Association
         (b) Council Districts 3, 4 and 5
         (c) The Cultural Arts Commission (formerly the Public Art Commission)
         (d) Relevant City staff
      iii. Documentation of all existing public art, Placemaking, Placekeeping, and other relevant initiatives along the Site, including but not limited to, maps, photographs, interviews, and the database in the "Strengths" and 'Weaknesses" portions of the SWOT analysis.
      iv. Descriptions and images from other cities of the untried ways of integrating public art into the Site, including but not limited to:
         (a) Public-private partnerships, preferably within the Southern California Edison ("SCE") owned pathways extending both north and south from Artesia Boulevard between Feltan lane and Phelan Lane.
         (b) Grants and other publicly-supported programs for businesses to install storefront murals and sculptures.
         (c) Temporary art installations in the medians or along the sidewalks, such as programs similar to El Paseo or ART2C on Havana.
         (d) Permanent art installations in public spaces, including but not limited to, the medians, sidewalks, light installations, benches, mass transit/ride share shelters, poles/signage,

trash receptacles, planters, bollards, bicycle racks, and pet stations.

5. Develop a list of priority areas and locations for public art projects in collaboration with City staff. Select priority areas based on the analysis of existing assets, identified gaps, best practices, and the regulatory framework.

6. Refine goals for future public art, Placemaking and Placekeeping along the Site in alignment with the recommendations in the AACAP and any new City Council-approved plans, guidelines, or regulations.

7. Maintain ongoing engagement and collaboration with key stakeholder and decision-makers.

8. Prepare a "First Draft" of the Plan, which shall include the following:

    a. A summary of community input and SWOT Analysis.
    b. A description of the processes that Consultant will use to recruit and select artists and artworks for the public art projects.

9. Host at least one community meeting to collect input on the First Draft of the Plan.

10. Prepare a presentation of the Plan, including best practices, identifying successful public art, Placemaking, and Placekeeping initiatives from comparable urban areas that could be adapted for implementation at the Site. Present and facilitate a discussion of the Plan and gather community input at least one Cultural Arts Commission meeting.

11. Prepare a "Second Draft" of the Plan for City staff review.

12. Present the "Final" Plan at a City Council meeting for its approval.

B. **Task 2: Selection of Artists and Artworks**
Consultant shall:

1. Manage the processes as set forth in the Plan for the recruitment and selection of public artists and artworks to be commissioned for the public art projects.

2. Provide the following deliverables:

    a. Make recommendations to the Cultural Arts Commission for its review and approval, including the following:

i. Criteria for artist selection, including but not limited to, skills, experience, and diversity
ii. Specific individuals to serve on a Community Panel to serve as the first level of review for selecting artists and ultimately public art projects for the Site. For example:
(a) One City Council Member
(b) Two Cultural Arts Commissioners
(c) One North Redondo Business Association Board Member
(d) Two business owners (one from the west side and one from the east side)
(e) Two area residents
(f) Two area artists (who will not be competing for commissions)

b. Develop and present a Request for Qualifications ("RFQ") to the Community Panel and the Cultural Arts Commission for their review and recommendations. The RFQ shall establish a pool of artists with the necessary skills and experience to create artwork for the public art projects.
c. Lead the Community Panel in the review of RFQ submissions and the its recommendations of finalists to the Cultural Arts Commission.
d. Lead the Cultural Arts Commission in the following:
i. A review of submissions from the RFQ and the recommendations from the Community Panel.
ii. Selection of finalists to be invited to compete for commissions.
iii. Review and approval of a Call for Proposals to facilitate the selection of artists to be commissioned to create artwork for the public art projects.

C. **Task 3: Installation of a Minimum of Three Artworks**
Consultant shall:

1. Manage the installation and dedication of a minimum of three (3) public art projects for the Site, which shall not exceed the total cost of $400,000.

2. Provide the following deliverables:

a. Lead the Community Panel in the review of proposals from the selected artists and the development of recommendations for the Cultural Arts Commission.
b. Lead the Cultural Arts Commission in the review of proposals from the selected artists and the recommendations from the Community Panel, supporting the development of recommendations for City Council.
c. Develop and present to City Council for its review and approval, the following:
i. The results of the recommendations from both the Community Panel and the Cultural Arts Commission.

ii. A map or other visual representation of the recommended locations and commissions for both Part 1 and Part 2 with relevant context and renderings or other visuals for each recommended public art project along the Site.
iii. An implementation timeline for Part 1, prioritizing the order of projects.

d. Host at least one community meeting and present at a senior staff meeting.
e. Assist the artists in ensuring their proposals meet all required approvals and include all necessary expenses in their budgets.
f. Coordinate with City staff to execute agreements with all of the selected artists and facilitate any additional procedures requiring City Council approval.
g. Identify and complete initial approvals required by the City or other agencies for each public art site.
h. Prepare or subcontract the submission of maintenance reports for each project.
i. Collaborate with artists, fabricators, and relevant parties to ensure that artworks are installed successfully and within budget.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM: The term of this Agreement shall commence on May 14, 2025 and expire on December 31, 2027 (“Term”), unless otherwise terminated as herein provided. The Term extends beyond the final task completion date to allow for administrative closeout activities, including final invoicing, reporting, and other related obligations.

Consultant shall complete the tasks in accordance with the following schedule:

Task	Completion Date
Task 1: SWOT Analysis and First Drafts of Plan	December 31, 2025
Task 2: Selection of Artists and Artworks	July 31, 2026
Task 3: Installation of a Minimum of Three Artworks	July 31, 2027

EXHIBIT "C"

COMPENSATION

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

I. **AMOUNT:** Consultant shall be compensated in accordance with the schedule set forth below. The total compensation for the Project shall not exceed $45,000, inclusive of all materials, labor, incidental expenses, and overhead costs. Payments shall be made based on the completion and approval of the tasks outlined in Exhibit "A".

Phase	Milestone	Description	Amount
Task 1: SWOT Analysis and First Drafts of Plan		***Initial consultations, project research, SWOT analysis, stakeholder engagement, and first drafts.***	***$16,000***
	Milestone 1	**Execution of Contract & Initial Research** (Engage stakeholders, conduct SWOT analysis, begin asset review)	**$5,000**
	Milestone 2	**SWOT Analysis & First Drafts of Plan** (Prepare initial drafts and present to City Council)	**$4,000**
	Milestone 3	**Community Engagement & Draft Refinement** (Host meetings, gather feedback, refine plan)	**$3,500**
	Milestone 4	**Finalization of Draft & City Council Presentation** (Prepare second draft, finalize for approval)	**$3,500**
Task 2: Selection of Artists and Artworks		***Artist selection, RFQ process, community panels, and design review.***	***$15,000***
	Milestone 5	**Artist Selection & RFQ Development** (Develop RFQ, select panel, initial reviews)	**$4,000**
	Milestone 6	**Community Panel & Selection Process** (Facilitate artist selection and proposal review)	**$4,000**
	Milestone 7	**Approval & Commissioning Process** (Finalize artist selection, execute agreements)	**$3,500**
	Milestone 8	**Public Engagement & Design Review** (Engage stakeholders, review designs, prep for installations)	**$3,500**
Task 3: Installation of a Minimum of Three Artworks		***Overseeing final production, installation, and project completion.***	***$14,000***
	Milestone 9	**Site Approvals & Initial Preparations** (Secure necessary permits and approvals)	**$4,000**
	Milestone 10	**Artwork Fabrication & Pre-Installation Work** (Oversee fabrication and budget compliance)	**$4,000**
	Milestone 11	**Installation & Community Presentation** (Supervise installations, final artist coordination)	**$4,000**

Phase	Milestone	Description	Amount
	Milestone 12	**Project Close-Out & Final Reporting** (Finalize documentation, host final event)	**$2,000**
Total Budget			**$45,000**

II. **METHOD OF PAYMENT:** Consultant shall submit invoices upon completion and City approval of each milestone as outlined in Section I of this Exhibit "C". Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City. Consultant may be required to provide additional back-up documentation upon request. All invoices shall include:

A. A description of the services performed.
B. The dates of service.
C. The corresponding task number and percentage of task completion.
D. Subcontractor invoices, if applicable.

III. **SCHEDULE FOR PAYMENT:** City agrees to pay Consultant within thirty (30) days following the City's receipt of the invoice, provided that the City has approved the completed deliverables for the corresponding milestone.

City will pay in accordance with the following milestone-based schedule:

Milestone	Description	Amount
Milestone 1	**Execution of Contract & Initial Research** (Engage stakeholders, conduct SWOT analysis, begin asset review)	**$5,000**
Milestone 2	**SWOT Analysis & First Drafts of Plan** (Prepare initial drafts and present to City Council)	**$4,000**
Milestone 3	**Community Engagement & Draft Refinement** (Host meetings, gather feedback, refine plan)	**$3,500**
Milestone 4	**Finalization of Draft & City Council Presentation** (Prepare second draft, finalize for approval)	**$3,500**
Milestone 5	**Artist Selection & RFQ Development** (Develop RFQ, select panel, initial reviews)	**$4,000**
Milestone 6	**Community Panel & Selection Process** (Facilitate artist selection and proposal review)	**$4,000**
Milestone 7	**Approval & Commissioning Process** (Finalize artist selection, execute agreements)	**$3,500**
Milestone 8	**Public Engagement & Design Review** (Engage stakeholders, review designs, prep for installations)	**$3,500**
Milestone 9	**Site Approvals & Initial Preparations** (Secure necessary permits and approvals)	**$4,000**

Milestone	Description	Amount
Milestone 10	**Artwork Fabrication & Pre-Installation Work** (Oversee fabrication and budget compliance)	**$4,000**
Milestone 11	**Installation & Community Presentation** (Supervise installations, final artist coordination)	**$4,000**
Milestone 12	**Project Close-Out & Final Reporting** (Finalize documentation, host final event)	**$2,000**
Total Not to Exceed Amount		**$45,000**

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

Consultant: LBP Consulting, LLC
Attn: Beau Basse, CEO/President
2525 Hyperion Ave Ste 3.
Los Angeles, CA 90027
Email: beau@lebasseprojects.com

City: City of Redondo Beach
Community Service Department
1922 Artesia Boulevard
Redondo Beach, CA 90278
Attention: Elizabeth Hause
Email: elizabeth.hause@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2025

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

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

PRODUCER	CONTACT NAME:		
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613	
	E-MAIL ADDRESS: customerservice@biBERK.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Liability & Fire Insurance Company		20052
INSURED LBP Consulting, LLC 2525 Hyperion Ave. Suite 3 Los Angeles, CA 90027	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL912683	03/31/2025	03/31/2026	Per Occurrence/ Aggregate	$3,000,000/ $3,000,000

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

CERTIFICATE HOLDER

CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees and volunteers
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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

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

PRODUCER
Enterprise Insurance Services
1801 S La Cienega Blvd., Suite 201
Los Angeles, CA 90035
License #: 0G80275

CONTACT NAME: David Montoya
PHONE (A/C, No, Ext): (813)448-9222 FAX (A/C, No): (310)382-2196
E-MAIL ADDRESS: team@weservice.insure

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
L B P Consulting,LLC
38 Fairway Drive
Manhattan Beach, CA 90266

COVERAGES **CERTIFICATE NUMBER:** 00038102-89725 **REVISION NUMBER:** 13

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			72 SBM BD1EZL	02/21/2025	02/21/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			72 SBM BD1EZL	02/21/2025	02/21/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			72 SBM BD1EZL	02/21/2025	02/21/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	EPLI			72 SBM BD1EZL	02/21/2025	02/21/2026	Aggregate	$4,000,000
							Each Claim	$2,000,000

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

10 DAY NOTICE OF CANCELLATION FOR NON-PAY, 30 DAY ALL OTHER

CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees and volunteers NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY PER ATTACHED BLANKET ENDORSEMENT FORM

CERTIFICATE HOLDER

CITY OF REDONDO BEACH, its officers, elected and appointed officials, employees and volunteers
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

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AUTHORIZED REPRESENTATIVE

(DDM)

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