

CITY OF REDONDO BEACH

RFP# 2223-004

Facility Management and Operation of the Veterans Park Historic Library/Community Center



Issued: Thursday, October 20, 2022
Proposals Due: Monday, December 15, 2022

City of Redondo Beach - Purchasing
415 Diamond Street, Door C
Redondo Beach, CA 90277

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SECTION ONE: INFORMATION FOR PROPOSERS

1.01 INTRODUCTION

The City of Redondo Beach ("City") is seeking proposals from experienced facility operators for the management of the Veterans Park Historic Library/Community Center ("Facility"), located at 309 Esplanade, Redondo Beach, California (see Attachment A, *Location Map*). Following an extensive community engagement program, the City desires for the Facility to be used in a manner that is open to the public; incorporates the City's history and the arts; incorporates the use of outdoor space, where possible; includes a café or food service options; and provides opportunities for residents to use the Facility at a reduced rate. The city envisions the Facility to be used in a flexible manner that could include any combination of private facility rentals for small and large events; pop-up events and activities including short-term activations; and long-term activations or uses that compliment concurrent users. The City is open to all levels of creativity in achieving these unique goals and welcomes all proposals.

The selected Concessionaire shall:

- Manage the Facility including coordination of staff services in a way that provides for safe public access;
- Provide comprehensive marketing of the Facility;
- Provide catering services for all allowable uses of the Facility;
- Coordinate ongoing and private usage of the Facility including billing and invoicing;
- Provide general Facility maintenance and janitorial services;
- Provide all equipment such as chairs, tables, decorations, etc. that meet the needs of the uses of the Facility; and
- Implement an approved parking plan for the Facility.

The Concessionaire shall offer discount pricing for official City events. A complete description of services to be provided is contained in Section Two of this RFP.

1.02 BACKGROUND

The Facility is an 11,400 square foot landmark building that is listed on the National Register of Historic Places. It includes a grand ballroom, three meeting rooms, catering kitchen, and mezzanine. Public parking is available at the Pier parking structure; however, valet parking services for larger events are required. The Facility previously served as the City's Main Library from 1930 until 1991. In January 1991, the building incurred major seismic damage from the Sierra Madre earthquake and was closed to the public as a result of the damage. A new Main Library was subsequently built adjacent to City Hall on the Civic Center campus, which allowed

the repurposing of the Facility as a multi-purpose community, banquet and events center. The Facility was fully renovated including the following elements:

- Seismic strengthening of the Facility.
- Upgrades to all architectural components.
- Installation of new heating and air conditioning systems.
- Installation of new electrical systems.
- Installation of new plumbing and fire suppression systems.
- Construction of new and expanded restroom facilities.
- Installation of a fully equipped catering kitchen.
- Installation of an elevator to accommodate ADA access.
- Construction of two new meeting rooms.
- Restoration of historic elements as recommended in the *Historic Structure Report, 1930 Redondo Beach Public Library Building Historical Rehabilitation*.

The building renovation was completed in 1995, at which time the City issued the initial Request for Proposal (“RFP”) for the Facility’s catering and management operations. The Facility has been operated by a private concessionaire since the expiration of that agreement on October 31, 2020. The Facility has remained closed due to precautionary measures associated with the COVID-19 pandemic.

As part of the City’s commitment to ongoing maintenance, approximately \$655,000 has been committed towards capital improvements at the Facility. These projects include:

- Repair and modifications to the HVAC system;
- Upgrades to the elevator equipment; and
- Replacement of Facility windows.

Elements of these projects are currently in process of completion or are scheduled to be completed in the near future.

1.03 SCHEDULE

The timeline for participation in this RFP includes:

Item	Date
Issuance of RFP	October 20, 2022
Pre-proposal Conferences	November 3 at 10:00am November 9 at 4:30pm
Deadline for Submission of Questions	November 21, 2022 at 3:00pm
Final Addenda and Answers Issued	December 5, 2022
Proposals Due	December 15, 2022 at 2:30pm
Evaluation Period	January 2 – 6, 2023
Interviews	Week of January 16, 2023
Contract Award	March, 2023

1.04 SOLE POINT OF CONTACT

Proposers must direct all questions, clarifications, requests for information, etc. regarding the RFP in writing via email to communityservices@redondo.org. Proposers may not contact other City officials or staff regarding this RFP.

1.05 SUBMISSION OF PROPOSAL

Proposals shall be delivered by 2:30 p.m. **(PDT) on December 15, 2022** and addressed to:

City of Redondo Beach – Purchasing
415 Diamond Street, Door 1
Redondo Beach, CA 90277
Attn: RFP # #2122-007

Proposals should be in the form of both an electronic file (i.e. flash drive) and paper copy, one original and five (5) copies. Any proposal not received prior to the time set forth in this RFP (or an addendum) shall be disqualified.

1.06 PRE-PROPOSALCONFERENCE

Proposers have the option to attend one of two in-person pre-proposal conference and facility tours scheduled for **Thursday, November 3 at 10:00am** and **Wednesday, November 9 at 4:30pm**. These will take place at the Facility, located at 309 Esplanade, Redondo Beach, CA 90277. Attendance at the pre-proposal conference and facility tour is optional, however, attendance is strongly encouraged. Contact Kelly Orta, Senior Management Analyst at Kelly.Orta@redondo.org, to confirm attendance.

1.07 OBLIGATION OF PROPOSERS

Before submitting a proposal, each proposer must examine the RFP thoroughly and become familiar with federal, state and local laws and ordinances that may in any manner affect the operation of the Facility.

1.08 PROPOSALS – REQUIRED INFORMATION

As part of its response to this RFP, each proposer is required to complete and submit the relevant forms and information specified below. The content and sequence of the proposal shall adhere to the following:

A. PROPOSAL FORMS A, B AND C (attached)

B. PROPOSER’S EXPERIENCE AND CAPABILITY

- a. Describe your experience in developing and operating a similar multipurpose facility that includes a focus on the City’s history and the arts; food service operations; and management of indoor and outdoor spaces in a cohesive manner.
- b. Provide any literature or brochures on your company.
- c. Provide a listing of current clients who may be contacted concerning the quality of products and service provided. Include contact name and phone number for each.
- d. Provide a listing of all vendors and suppliers you currently use. Include details on the services provided including the length of each relationship.
- e. Provide a profit and loss statement for the most recent full year of operation prepared by a CPA firm in accordance with generally accepted accounting principles. Include a section which lists any pending lawsuits, tax liens, labor disputes, possessory interest tax due and all licenses.
- f. Provide copies of business tax and other licenses required to operate.
- g. Provide proof (in the form of letters, etc.) supporting all insurance provisions per Section 2.10 of this RFP.

C. FACILITY PLANS

- a. Describe any proposed facility renovations or upgrades including a breakdown of costs that would be the responsibility of the City. The City anticipates the concessionaire will be responsible for renovations and/or remodels, but the City is open to considering creative approaches that require assistance of the City.

D. OPERATIONAL PLANS

a. Facility Usage

1. Provide a detailed description of the proposed use(s) of the Facility including a comprehensive listing of all potential partners that would address the City's goals. Include conceptual plans that designate how you envision the Facility to be used and made available to the public both midweek and on weekend dates.
2. Describe how you would envision the availability of food service to users of the facility in both a daily and private event capacity, if applicable.

b. Staffing Plan

1. Provide a detailed staffing plan indicating specific staff to be assigned to the Facility (e.g., catering manager, sales coordinator, head chef, and other subordinate staff).
2. Identify all key personnel to be assigned to the Facility and provide resumes for each, if currently available.

c. Rental Costs, Food and Beverage Program

1. Describe your recommended fee schedule for rental of the Facility. Describe the method by which pricing would be discounted for Redondo Beach residents.
2. Include a sample menu and prices for food service items available for private events and daily food service.
3. Provide a plan for flexible menu options that provide a more affordable menu, if requested by facility users.
4. Describe your plan for the sale of alcoholic beverages including sample prices for all beverage items.
5. Describe the method by which pricing will be discounted for City events.

6. Describe the method by which pricing will be adjusted during the life of the contract, if applicable.
7. Describe any additional services you will provide as part of the food service operation.

d. Marketing Plan

1. Provide a marketing plan describing how you intend to promote the Facility and the services offered therein. Included within the marketing plan should be a proposed marketing budget.
2. Provide at least two (2) examples of past advertisements you developed to promote similar facilities and their services.
3. Provide a sample (if applicable) of any special logo or color scheme you intend to use at the Facility.

e. Customer Satisfaction Program

1. Describe the method you will use to measure user satisfaction regarding products and services obtained at the Facility.
2. Describe your method of dealing with customer complaints regarding products and services obtained at the Facility.
3. Include any reporting methods to the City regarding the proposed Customer Satisfaction Program.

f. Maintenance Plan

1. Provide a maintenance plan indicating schedules for all routine maintenance functions and for all proposed Concessionaire maintenance responsibilities indicated on Proposal Form C.
2. Provide a detailed budget reflecting staff, materials and supplies, and any outside contracted services for all maintenance functions.

g. Parking Plan

1. Describe in detail how you expect to provide parking for visitors to the Facility, both during midweek and weekend usage of the facility if visitor attendance is expected to fluctuate. The circle drive adjacent to the building may be used for valet service drop-off and pick-up for Facility events. Include projections of number of vehicles generated by various types of events.
2. Provide copies of any agreements you have with other parties with regard to your parking plan.

E. FINANCIAL RETURN TO THE CITY

- a. Complete the attached Proposal Form B which provides information on the percentage of gross receipts to be returned to the City for all commercial activity conducted at the Facility including food and liquor sales; off-site services; and miscellaneous sales made at the Facility. Miscellaneous sales shall include, but not be limited to: equipment rentals, flowers, photographic, valet parking services, etc. Additionally, proposals should also include a minimum annual guaranteed rental fee paid by the Concessionaire to the City.
- b. Provide operational pro-forma reflecting estimated revenue versus anticipated expenses for four, one-year periods accounting for years one to four of the contract.

F. CHANGES TO CONTRACT TERMS AND CONDITIONS

Include any changes or amendments you propose to make to the scope of work, term of agreement, Concessionaire roles, City roles, or standard terms and conditions.

G. ADDITIONAL INFORMATION

Provide any additional data and information you consider essential to the proposal in this section.

1.09 PROPOSAL FORMAT

One original, five (5) copies, and an electronic copy (flash drive) of the proposal and any related information shall be submitted. The proposal shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner, with the name and address of the Concessionaire, and bear the

words, "Proposal: Facility Management and Operations of the Veterans Park Historic Library/Community Center."

Responses are to comply with the requirements detailed in Section Three of this RFP. Incomplete proposals will be rejected. Incorrectly ordered proposals lacking proper quantity of copies, or other process or content errors or deficiencies will also constitute cause for rejection.

1.10 OPENING OF PROPOSALS

Proposals will be opened and evaluated by a City of Redondo Beach Staff Evaluation Committee. The proposals will not be publicly read (Government Code Section 6250 et.seq.) Once a proposal has been submitted, it will not be returned.

1.11 RIGHT OF REJECTION BY CITY

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

1.12 NEGOTIATION OF CONTRACT

The highest-ranking Concessionaire, as determined by the City, will be requested to enter into negotiations to produce an Agreement for Services. All terms of Concessionaire's proposal may be subject to negotiation. The City reserves the right to terminate negotiations in the event it deems progress toward an Agreement to be insufficient. In that event, negotiations will commence with the second highest ranking Concessionaire.

1.13 TERM OF WITHDRAWAL

All proposals shall be firm offers and may not be withdrawn for a period of ninety (90) days following the proposal submission date set forth in Section 1.03.

1.14 SELECTION PROCESS

The selection process will be governed by the following rules:

A. Adherence to Format

To be evaluated, a proposal must adhere to the format outlines established in Section Four of the RFP. Each response should be specifically labeled as to the section of the RFP which is being answered.

B. Additional Material

Material and data not specifically requested for evaluation, but which the Proposer wishes to submit, must not appear in the "Proposal" section, but may appear only in the "Additional Information" section. Voluminous or overly elaborate proposals are discouraged.

C. Evaluation by Staff Committee

Evaluation of the proposals will be made by a Staff Evaluation Committee selected by the Community Services Director. Evaluation criteria which the Committee will utilize, but not be limited to, are listed in Section 1.15 of this Section. The City may utilize the services of appropriate experts to assist in the evaluation process.

D. Interview

Following evaluation of all proposals, the highest-ranking proposers will be invited to make a verbal presentation to the Staff Evaluation Committee. Final selection will be made upon completion of the interview process.

E. Award of Contract

Following review by Staff, final award of the Contract will be made by the Redondo Beach City Council.

1.15 EVALUATION CRITERIA

The evaluation criteria to be used in the selection process will include, but may not be limited to, the following:

A. Concessionaire's Experience and Capability

1. Concessionaire's experience and success in operating a similar facility.
2. Financial status of Concessionaire.
3. Proof of ability to obtain Performance Bond or approved alternate form of security and to satisfy all insurance provisions.

B. Operational Plans

1. Overall adherence to accomplishing the City's goals for how the facility should be used, including its availability to the public; a focus on the City's history and the arts; usage of outdoor space, where possible; inclusion of a café or food service options; and usage of the facility at a reduced cost for Redondo Beach residents.

2. A staffing plan including a facility manager, catering manager, sales coordinator, head chef, accounting function and other subordinate staff, as well as a liaison between Concessionaire and the City's representative.
3. Quality of products and services offered as well as fee schedules for all food and beverages; and method for adjusting pricing.
4. A marketing plan to promote the Facility.
5. A customer satisfaction program including a plan for resolving complaints from the public regarding operation of the Facility.
6. A maintenance plan including all daily janitorial services.
7. A parking plan demonstrating Concessionaire's ability to accommodate visitor parking at the Facility while open to the general public and for private events.
8. Any additional services over and above the required services outlined in the RFP.

C. Financial Return to City

1. The percentage of total gross receipts to be returned to the City for all commercial activity conducted at the Facility, and for all off-site services booked at the Facility.
2. Operational pro forma reflecting revenues vs. expenses, and anticipated revenue to be provided to the City.

The City will also use the evaluation matrix noted in Attachment D to rank all proposals.

1.16 WRITTEN QUESTIONS

All questions regarding the meaning or intent of the information provided in this RFP, including procedures, specifications and contract provisions, shall be submitted by email to the Community Services Department on or before Monday, November 21 at 3:00 p.m. Each interpretation of or change in the RFP will be made by the City issuing an addendum to all recipients of the RFP, and such addendum shall become part of the RFP requirements. The City will not be responsible for any oral interpretation of the RFP. Questions shall be addressed to:

Kelly Orta, Senior Management Analyst

Email: Kelly.Orta@redondo.org

Subject of email must include: RFP# 2223-004 - Facility Management and Operations of the Veterans Park Historic Library/Community Center

The City will not respond to questions received after the deadline. Responses to the questions will be emailed. All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers.

Proposers downloading the RFP and related documents from the City's website should email communityservices@redondo.org to register their interest in receiving responses to questions and other updates.

1.17 ACCEPTANCE OF TERMS AND CONDITIONS/SPECIFICATIONS

The proposal submitted will be the basis for the Contract for Services. Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, unless otherwise specified in the proposal.

1.18 PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the City of Redondo Beach. At such time as the originating department recommends a Concessionaire to the City Council and said staff report appears on the City Council agenda, all proposals shall be treated as public records and shall be subject to the Public Records Act.

1.19 COST OF PREPARATION OF PROPOSAL

Concessionaire is responsible for all costs incurred in the preparation and submittal of the proposal

SECTION TWO: PROJECT INFORMATION/SCOPE OF WORK

2.01 SCOPE OF WORK

The selected Concessionaire will manage and operate the Facility, providing a creative approach to ensuring the facility is open to the public; incorporates the City's history and the arts; incorporates the use of outdoor space, where possible; includes a café or food service options; and provides opportunities for residents to use the Facility at a reduced rate. The Concessionaire will make the Facility available free of charge for official City events on occasion. If catering is required for a City event, the Concessionaire will provide a discounted rate. When booking the Facility, the Concessionaire should provide priority booking to Redondo Beach groups, which consist of at least 51% residents.

The Concessionaire will be responsible for the daily operation and maintenance of the Facility while assuming all associated financial risk. Responsibilities will include staffing and marketing the Facility; coordinating all facility scheduling and invoicing; managing all partner organizations to meet the City's goals for the facility; supplying all food and beverage services; providing janitorial and maintenance services; and implementing an acceptable parking plan for the Facility. The City will receive a percentage of all gross sales generated by operation of the Facility. This level of return should be clearly outlined in the proposal. Specific or anticipated roles and responsibilities of both the Concessionaire and the City are described in Sections 2.04 and 2.05.

OPERATIONAL POLICIES

The following Operational Policies have been established:

- The City, through the Department of Community Services, will oversee the operation and maintenance of the Facility.
- The City will develop an agreement with a private Concessionaire who will manage all aspects of the Facility's operations that accomplish the City's goals to include a focus on the City's history and the arts; incorporates the use of outdoor space, where possible; includes a café or food service options; and provides the Facility to Redondo Beach residents at a reduced cost.
- The Concessionaire will charge a fee for use of the Facility, with the exception of limited official City events. If the City events require catering, a discounted fee structure will be in place.
- The Concessionaire will be responsible for all costs of staffing, marketing and operating the Facility including building maintenance responsibilities as proposed in Proposal Form C.
- The Concessionaire will pay the City a percentage of gross revenue as determined by negotiations.

EMPLOYEE QUALIFICATIONS

- The Concessionaire must assign only qualified, trained, courteous, competent, and reliable personnel to perform the services. The City has the right to require Concessionaire to remove from City premises any employee of the Concessionaire.
- The Concessionaire has a continuing obligation to provide to the City an up-to-date list of all employees assigned to perform the services.
- The Concessionaire's employees shall at all times reflect personal cleanliness and shall be neatly and cleanly uniformed at no expense

to the City. Concessionaire's employees must meet all sanitary standards prescribed for restaurant employees.

- Concessionaire's employees must possess the ability to communicate effectively with the public and staff. The City's determination of effective communication is final.

PARKING

There is no on-site parking at the Facility with the exception of a small lot (4 stalls) located on the north side of the building. This lot is intended to accommodate disabled visitors and staff. A circle drive directly north of the Facility may be used for pick-up and drop-off valet parking service during events.

Nearby parking options include the following:

- The Redondo Beach Pier Parking structure (located to the north of the park) has 1,018 public parking spaces. The current rate for parking is \$2.00 for 60 minutes.
- There are approximately 190 metered public parking spaces situated around Veterans Park. The metered spaces cost \$0.05 for 2 minutes; \$0.10 for 4 minutes; \$0.25 for 10 minutes; and \$1.00 for 40 minutes. These meters are enforced seven days a week, 24 hours per day. No parking is allowed on Thursdays from 5:00a.m. to 3:00p.m. to accommodate the City's Farmers Market.

VALET PARKING PLAN

Concessionaire shall subcontract with a licensed, insured and bonded valet company to park all vehicles belonging to persons attending events at the Facility. The valet company shall use circle drive directly north of the Facility as the drop-off and pick-up point for all vehicles. Concessionaire shall obtain an off-site parking lot with sufficient spaces for all vehicles for each event. There shall be sufficient valet personnel to ensure that all vehicles shall be removed from the site in a timely manner, and Concessionaire shall instruct valet company that no vehicles shall be parked in any grass or sidewalk area of the park excluding the use of temporary parking along the circle drive. Use of the entire circle drive shall be necessary during the entire event and may cause restrictions for short periods of time for traffic that is not related to the event.

CITY ACCESS TO PREMISES

The City shall be permitted access to the premises to make building repairs or to perform regular building inspections on the premises, and at such other times as the City may request.

HOURS AND DAYS OF OPERATION

The Facility may be open for business seven days per week, 52 weeks per year. Hours of operation are permissible between 9:00a.m. and 10:00p.m. Monday through Thursday; and between the hours of 9:00a.m. and 11:00p.m. Friday, Saturday and Sunday. At its discretion, Concessionaire may add additional time for State or federally recognized holidays.

Additionally, the Concessionaire is required to set regular office hours of at least four hours per day, Monday through Friday.

2.02 DURATION OF CONTRACT

The City desires a seven-year agreement with an option to extend an additional three years. However, the ultimate term is negotiable and subject to approval by the City Council. All proposals submitted pursuant to this RFP should be based upon a seven-year term with an option to extend an additional three years. The seven-year term is anticipated to commence in winter 2022 and end in winter 2029, as soon as the agreement is approved by the City Council. If the three one-year options to renew were agreeable to both parties, the full term of the contract would be extended to spring 2032 following an annual review.

2.03 FACILITY DESCRIPTION

The Facility is a three-level, 11,400 square foot facility located in picturesque Veterans Park located at 309 Esplanade, Redondo Beach, California (see Attachment A: Location Map). Constructed in 1930 as the City's Main Library, the building has been restored to recapture its historic character and appearance. The Facility features a grand ballroom, meeting rooms, catering facilities, support facilities and an elevator. The building is fully accessible to the disabled. A floor plan of each level is included as Attachment B. Included below is more detailed information on each level and area of the Facility:

- Main Floor
 - A 6,356 square foot grand ballroom.
 - A 700-square foot room available for smaller meetings or functions.
 - Historical bookshelves, light fixtures and a panoramic view add to the truly unique flavor of the building.
- Lower Level
 - Men's restroom with three water closets, two urinals and two sinks.
 - Women's restroom with six water closets and two sinks.

- An 870 square foot catering kitchen equipped with storage cabinets, refrigerator, freezer, sinks, microwave oven and grill capable of serving hot and cold food and beverages. A detailed inventory of kitchen equipment is included as Attachment C.
- Mezzanine Level
 - 1,098 square foot area overlooking the main level.
- Outside Area
 - Paved concrete driveway in rear of building for deliveries.
 - Small parking lot adjacent to building for ADA and staff parking.
 - Grassy area on the building's west side available for outside ceremonies and activities.
 - Circle drive on the building's north side, used for pick-up and drop-off valet service for the Facility.

2.04 CONCESSIONAIRE ROLES AND RESPONSIBILITIES

Concessionaire shall:

1. Incur the risks associated with operating this Facility for profit and provide the City a percentage of gross sales.
2. The Concessionaire must procure and maintain all necessary permits and licenses during the term of the Agreement. Concessionaire shall be required to obtain and maintain during the course of the Agreement each of the following:
 - a. City of Redondo Beach business license;
 - b. County of Los Angeles Health Department permit for food and beverage operations;
 - c. County of Los Angeles Health Department food handler permit;
 - d. California State Alcoholic Beverage Control Board Liquor License; and
 - e. California State Board of Equalization sale permit.
3. Market, advertise and promote the use of the Facility.
4. Arrange for all rental agreements including all invoices and payments for catering and rental services.
5. Pay monthly rent in the amount of the negotiated percentage of gross sales for food, beverage, outside sales and all commercial activity conducted at the Facility. A minimum annual rent to the City will be established.
6. Maintain a system of books and records in accordance with generally accepted accounting principles reflecting all revenues received and expenses incurred. Accounting records will be subject to audit by the City.
7. Supply high quality, culturally diverse food and beverages.
8. Furnish printed menus and price lists. Prices are subject to review and approval by the City.

9. Assume responsibility for routine building and equipment maintenance including kitchen equipment; all exposed plumbing and plumbing fixtures; all interior electrical fixtures; and replacement of all interior and exterior lights as needed.
10. Assume responsibility for additional building components and equipment maintenance, repair and replacement as proposed in Proposal Form C.
11. Assume responsibility for all utility charges including telephone, internet, electricity, gas, water and alarm system.
12. Assume responsibility for maintaining the Facility in a first class, neat, clean and wholesome condition at all times.
13. Assume responsibility for refuse collection and removal from premises.
14. Provide easels, chairs (metal, wood or other durable material), utensils, pots, pans, table linens, dishes, flatware, stemware and other items necessary for the proper and efficient operation of the services to be performed.
15. Assume responsibility for any damage or loss arising from Concessionaire's use of any City-owned property or equipment.
16. Assume responsibility for complete staffing of the Facility including hiring, supervision and general employment practices.
17. Respond promptly to all complaints from patrons and report to City on each complaint and resolution thereof.
18. At Concessionaire's own cost and expense, procure and keep in force all necessary permits and licenses.
19. Provide certificates reflecting compliance with established insurance requirements.
20. Develop and implement an acceptable parking plan to accommodate functions at the Facility.

2.05 CITY ROLES AND RESPONSIBILITIES

City will:

1. Authorize Concessionaire to provide the Facility for public use with a focus on the arts; provide food and beverage service for all functions at the Facility; and to operate the Facility on the City's behalf.
2. Review and approve all menus; pricing; marketing and promotion materials; and cleaning/maintenance schedules associated with operation of the Facility.
3. Provide an inventory of tables and kitchen equipment available for use by the Concessionaire.
4. Provide building and equipment maintenance, repair and replacement as agreed upon during negotiations with selected Concessionaire, and as needed to complement Concessionaire's responsibilities as proposed in Proposal Form C.
5. Supply tables and major kitchen equipment, as agreed upon by both parties.

6. Maintain all surrounding grounds including planters, irrigation systems, walkways, turf areas and staff/disabled parking lot.

2.06 KITCHEN EQUIPMENT AND ACCESSORIES

The Facility includes a functioning kitchen that needs repair and upgrading. City will furnish an introductory inventory of kitchen equipment. This equipment will remain the property of the City and will remain on the premises. Concessionaire's responsibility for kitchen equipment repair and replacement shall be established in Proposal Form C and as negotiated. An inventory of the City-supplied equipment is included as Attachment C.

2.07 CITY HISTORY AND ART REQUIREMENTS

The Concessionaire shall ensure that the Facility supports and celebrates the City's history and arts as its primary goal. The display of historical artifacts and art, scheduling of art event(s), and/or other art-focused uses should be accomplished with the safety and security of the Facility and its users at the forefront of planning. The City is open to all levels of creativity on how the City's history and the arts are incorporated into the uses of the Facility and will rely on proposals to clearly outline how this would be accomplished.

2.08 FOOD AND BEVERAGE REQUIREMENTS

The Concessionaire shall offer for sale only foods and beverages of such quality as judged acceptable by the City. All of the food items served at the Facility shall be fresh and appealing in appearance. Substitutes for advertised products, fillers, dilutants, or reductions in size of standard manufactured or processed products shall not be permitted. In the event that alcohol will be served, all local and State Alcoholic Beverage Control (ABC) policies must be adhered to and complied with including necessary permits.

A Conditional Use Permit ("CUP") and a Coastal Development Permit may be required. The City shall have the right to inspect and approve, in the presence of the Concessionaire, all products to be sold by the Concessionaire. Any products found not to be in compliance with the requirements of the Contract will be subject to rejection by the City. In the event the City should reject a product, it shall be immediately removed from the premises and shall not be returned for sale.

The City reserves the right to allow food and beverage to be brought into the Facility for designated City sponsored functions. This food and beverage will be served independent of the Concessionaire.

2.09 EMPLOYEE QUALIFICATIONS

1. The Concessionaire must assign only qualified, trained, courteous, competent, and reliable personnel to perform the services. The City has the right to require Concessionaire to remove from City premises any employee of the Concessionaire.
2. The Concessionaire has a continuing obligation to provide to the City an up-to-date list of all employees assigned to perform the services.
3. The Concessionaire's employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be tolerated.
4. The Concessionaire's employees shall at all times be neatly and cleanly uniformed at no expense to the City. Concessionaire's employees must meet all sanitary standards prescribed for restaurant employees.
5. Concessionaire's employees must possess the ability to communicate effectively with the public and staff. The City's determination of effective communication is final.

2.10 INSURANCE REQUIREMENTS

Without limiting Concessionaire's indemnification obligations under this Agreement, Concessionaire shall procure and maintain for the duration of the Agreement 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 Concessionaire, its agents, representatives or employee.

A. Maximum Scope of Insurance

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001)
- Insurance Services Office form number CA 0001 (ED. 1/87) covering Automobile Liability, code1 (any auto).
- Workers' Compensation insurance as required by the State of California.
- Employer's Liability Insurance.

B. Minimum Limits of Insurance

Concessionaire 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/location.
- Automobile Liability: \$100,000,000 per accident for bodily injury or disease.

C. 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) Concessionaire shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations and defense expenses.

D. Other Insurance Provisions

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

- Additional Insured Endorsement

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

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

For any claims related to this project, the Concessionaire'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, employees or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.

Each insurance policy required by this 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 required by this clause 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 agreement and each 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 agreement and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of agreement on the Concessionaire's part.

E. Acceptability of Insurers

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

F. Verification of Coverage

Concessionaire 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 agreement specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the agreement is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontracts

Concessionaire 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.

H. Risk Management

Concessionaire 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.

SECTION THREE: CONTENT AND SEQUENCE OF PROPOSAL/PROPOSAL FORMS

The following forms must be completed and submitted with the proposal in order for it to be complete:

- Proposal Form A: RFP Confirmation of Information
- Proposal Form B: Proposed Financial Arrangement
- Proposal Form C: Proposed Maintenance Responsibilities

City of Redondo Beach - *FACILITY MANAGEMENT AND OPERATION OF THE VETERANS PARK HISTORIC LIBRARY/COMMUNITY CENTER* RFP# 2223-004

PROPOSAL FORM A

In accordance with the City of Redondo Beach Request for Proposals (RFP), we are pleased to offer the City the considerations described on the attached sheets for the privilege of providing facility management and operation of the Veterans Park Historic Library/Community Center.

The undersigned Proposer hereby understands, warrants and agrees:

1. That the Proposer has read, understood and agrees to facility management and catering services in accordance with the terms, conditions and specifications contained in the RFP.
2. That the Proposer is fully qualified and capable of providing the services described in the RFP.
3. That the Proposer will, if awarded a Contract by the City Council, enter into a Contract and provide a performance bond, cashiers or certified check in a mutually agreed upon amount, made payable to the City of Redondo Beach.
4. That all of the information contained in or supplementing this proposal is true and correct to the best of the Proposer's knowledge.

COMPANY OR CORPORATE NAME _____

ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL _____

CONTACT PERSON _____

TITLE _____

SIGNATURE _____

Typed Name and Title _____

City of Redondo Beach - *FACILITY MANAGEMENT AND OPERATION OF THE VETERANS PARK HISTORIC LIBRARY/COMMUNITY CENTER* RFP# 2223-004

PROPOSAL FORM B

PROPOSED FINANCIAL ARRANGEMENT

Indicate your proposed financial return to the City of Redondo Beach by completing the following. No other form of financial proposal will be considered.

***YEARS 1-3**

<u>ITEM</u>	<u>CATEGORY</u>	<u>PERCENTAGE OF GROSS SALES</u>
1	All Commercial Activities	_____ %
2	Off-Premise Sales (if applicable)	_____ %
3	Minimum Annual Guaranteed Rental	\$ _____

****YEARS 4-7**

<u>ITEM</u>	<u>CATEGORY</u>	<u>PERCENTAGE OF GROSS SALES</u>
1	All Commercial Activities	_____ %
2	Off-Premise Sales (if applicable)	_____ %
3	Minimum Annual Guaranteed Rental	\$ _____

*The City will consider a sliding scale of gross percentages based off of facility improvements that would be financed by the concessionaire. Please include these details. Include any additional pages, as needed.

**Subsequent year percentages will be negotiated if the contract is renewed for Years 8-10.

City of Redondo Beach - *FACILITY MANAGEMENT AND OPERATION OF THE VETERANS PARK HISTORIC LIBRARY/COMMUNITY CENTER* RFP# 2223-004

PROPOSAL FORM C

PROPOSED FACILITY IMPROVEMENTS & MAINTENANCE RESPONSIBILITIES

Please describe your proposed facility improvements and maintenance responsibilities by completing the following. Please include additional pages, as needed, clearly marked **PROPOSAL FORM C** at the top.

1. *What are you proposed facility improvements? Please detail whether they would need to be completed prior to the opening of the Facility.

2. Please describe your initial investments and proposed renovation of the kitchen.

3. Please describe your ongoing maintenance plan for the Facility including any specialized equipment that you anticipate having at the Facility.

The City may conduct annual maintenance audits to ensure that the Concessionaire is adhering to the building maintenance responsibilities established in the Contract for Services. The City may also require maintenance contracts for building components such as the elevator and the HVAC system if Concessionaire proposes to take partial or full responsibility for these items.

** As part of the City's commitment to ongoing maintenance, approximately \$650,000 has been committed towards capital improvements at the Facility, as outlined in Section 1.02 of this RFP.*

SECTION FOUR: ATTACHMENTS

City of Redondo Beach

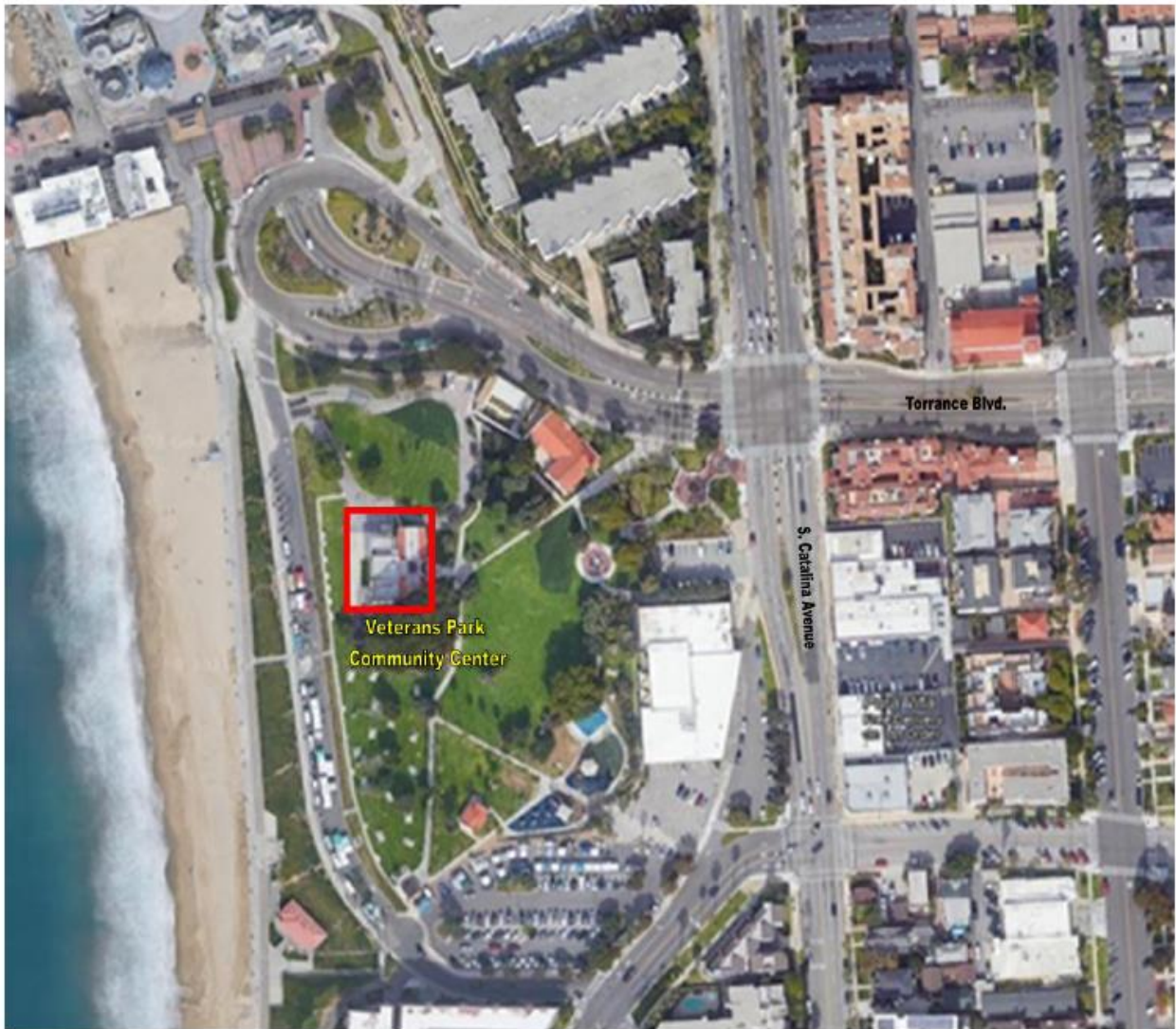
FACILITY MANAGEMENT AND OPERATION OF THE VETERANS PARK HISTORIC LIBRARY/COMMUNITY CENTER RFP# 2223-004

LIST OF ATTACHMENTS

- Attachment A: Location Map
- Attachment B: Floor Plan (3)
- Attachment C: Kitchen Equipment Inventory (2)
- Attachment D: Evaluation and Selection Process
- Attachment E: Sample Professional Service Agreement

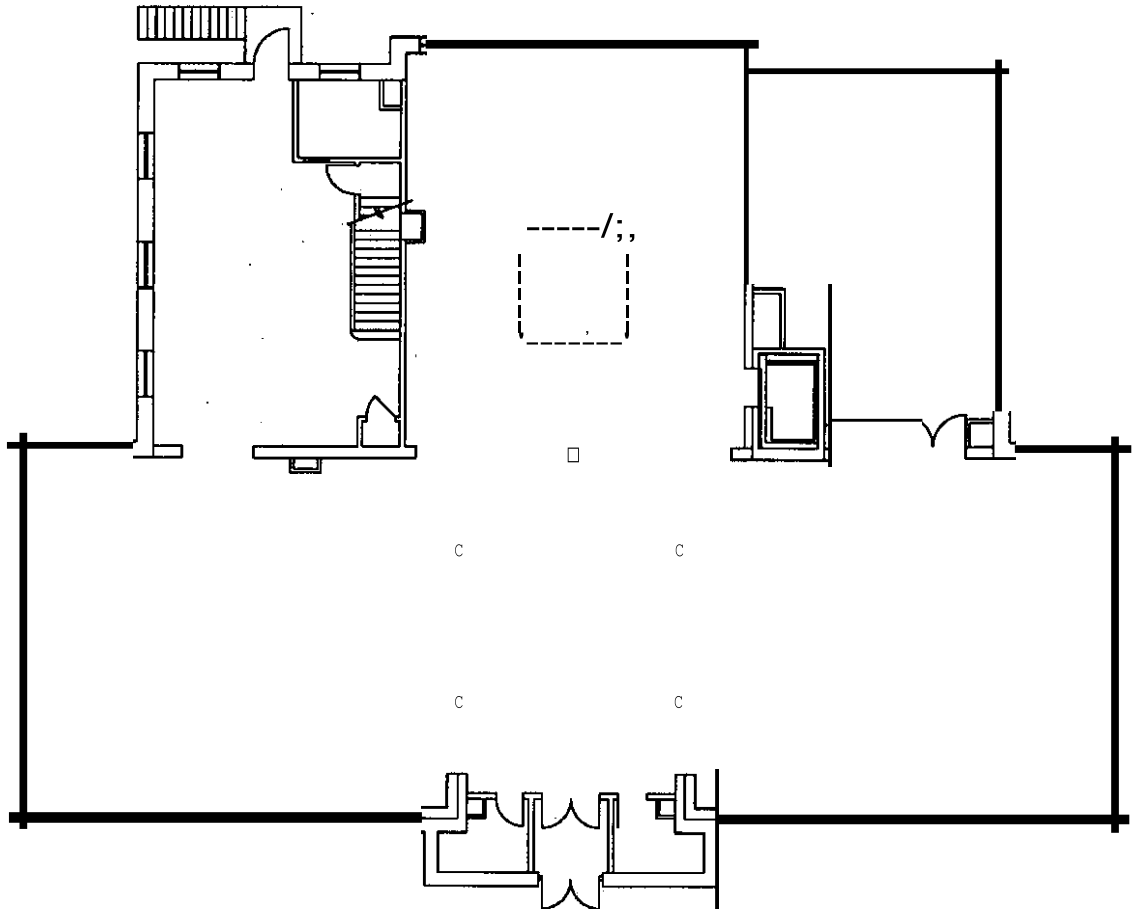
ATTACHMENT A

LOCATION MAP

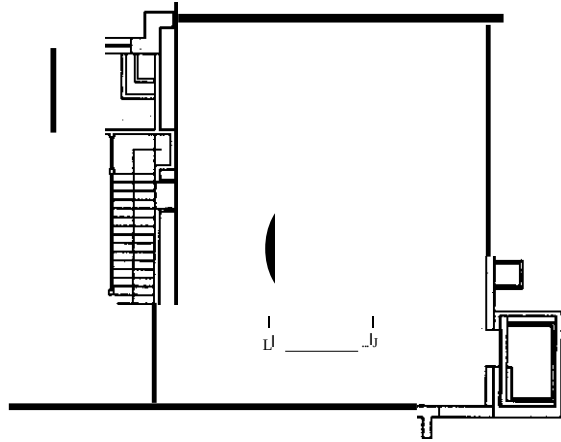


ATTACHMENT B

**VETERANS PARK HISTORIC LIBRARY COMMUNITY
CENTER FLOOR PLAN**

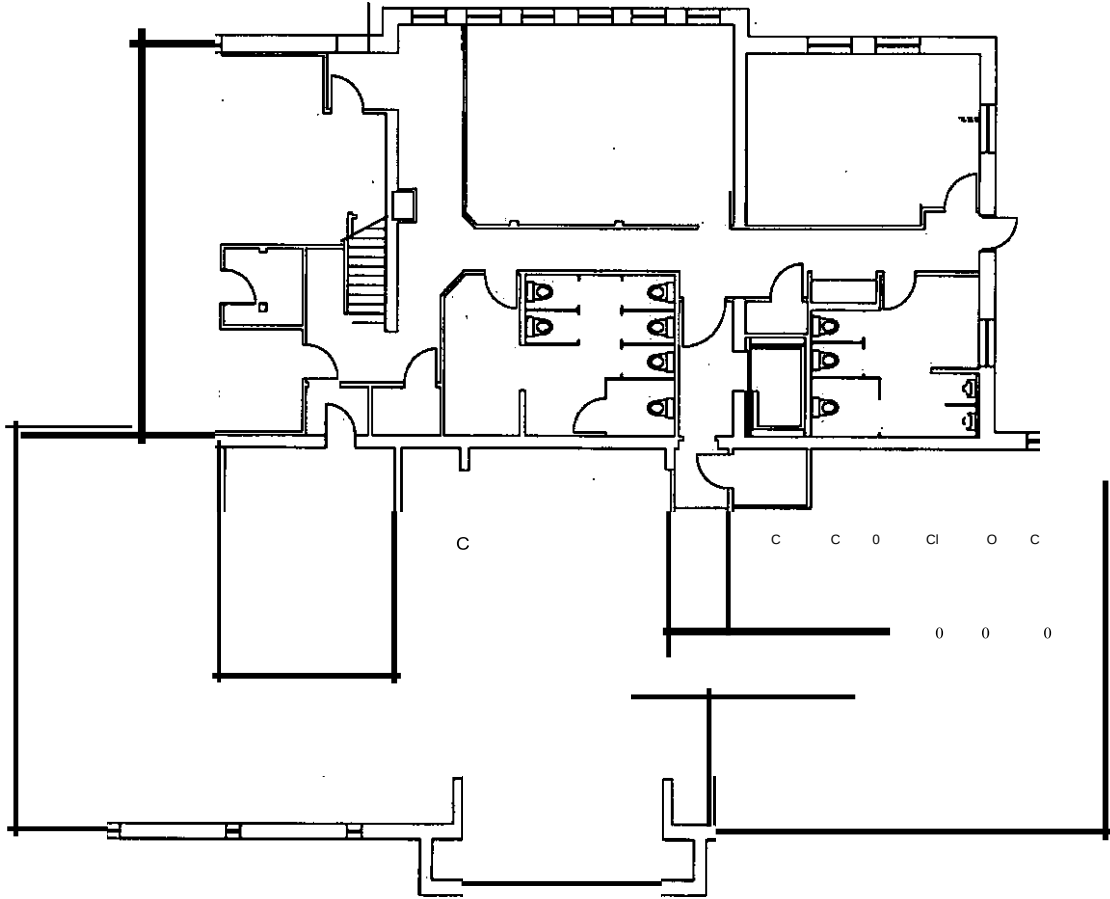


VETERANS PARK HISTORIC LIBRARY
/COMMUNITY CENTER



VETERANS PARK HISTORIC LIBRARY
COMMUNITY CENTER
MEZZANINE FLOOR





VETERANS PARK HISTORIC LIBRARY
COMMUNITY CENTER
LOWER FLOOR

ATTACHMENT C

***EQUIPMENT INVENTORY**

<u>Quantity</u>	<u>Description</u>
1	Ice Machine
1	Ice Bin
1	Refrigerator
2	Work Table
1	Sink
1	Over shelf
1	Roll-In Freezer
1	Hand Sink
1	Slicer
1	Roll-In Refrigerator
1	Urn Stand w/ Sink
1	Microwave Oven & S/S Shelf
4	Heated Food Carrier
1	Fire Suppression System (part of canopy hood)
1	Canopy Hood

**Inventory items are not guaranteed. It is anticipated that many items will need to be replaced prior to opening the facility.*

<u>Quantity</u>	<u>Description</u>
1	Griddle/O.B. Range wt 2 Oven
1	Pot Sink Assembly
1	Pot Rack
1	Rack Shelf
1	Garbage Disposal
1	Warewasher
5	Shelving
1	Floor Trough & Grate
1	Water Softener
35	66" Round Table
3	60" Round Table
19	36" Round Table
4	8' Banquet Table
14	6' Banquet Table
3	5' Serpentine Table
3	60" ½ Round Table

**Inventory items are not guaranteed. It is anticipated that many items will need to be replaced prior to opening the facility.*

ATTACHMENT D: EVALUATION AND SELECTION PROCESS

A panel consisting of any combination of City of Redondo Beach officials, staff, and community representative(s) will evaluate responsive proposals based on the following criteria, not necessarily listed in order of relative importance:

Evaluation Criteria

Qualifications and Experience

Qualifications and previous experience of the consultant, subconsultants, if any, and the named project manager and staff as they relate to the requirements of the facility

Project Goals

Proposed approach to accomplishing the City's goals for this project including creative approaches that provide for a landmark facility that could be enjoyed by its visitors and the community.

Analysis Methodology

Coherence and comprehensiveness of the described scope of work which demonstrates an understanding of the City's objectives and expectations of the facility.

References and Outcomes

Performance of the proposing firm in similar engagements and conformance/quality of the resulting products.

Cost and Financial Outcomes

Total proposed project cost and revenue share; reasonability of cost components; and allocation of resources.

After the panel's initial evaluation of the proposals, the panel may, if necessary, hold interviews with the top ranked proposers. The City reserves the right to select a consultant based solely on written proposals and not convene oral interviews. If interviews are required, they will be tentatively held during the week of January 16, 2023.

Contract award will be based on a combination of factors that represent the best overall value for completing the scope of work as determined by the City, including: the proposal criteria outlined in the RFP; results of background and reference checks; results from the interviews and presentation phase; and anticipated financial outcomes.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

It is expected that the proposer will be ready to commence the management of the Facility. The awarded concessionaire will be expected to execute an agreement substantially the same as the sample Professional Services Agreement included as Attachment E of this RFP unless any exceptions or conditions are explicitly stated in their proposal.

ATTACHMENT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT
LEASE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH
AND CONCESSIONAIRE

THIS AGREEMENT (this "Agreement" or "Lease Agreement") is made between the City of Redondo Beach, a municipal corporation ("City"), and _____ (hereinafter "Contractor" or "Concessionaire").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Concessionaire, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A". Concessionaire's use of the Veteran's Park Community Center (hereinafter, the "Facility") shall include the following: interior of the Facility and small parking lot and loading area adjacent to the west and north sides of the Facility.
- 8. Term and Time of Completion. Concessionaire shall commence and complete the services described in Exhibit "A" in accordance with the term set forth in Exhibit "B".
- C. Compensation. Concessionaire agrees to pay City in accordance with the Rent and Monthly Reporting Section in Exhibit "C"..
- D. Application and Information. Rules & Criteria for Nonprofit and Community Group Use are outlined in Exhibit "D".
- E. Monthly Reporting Form. Concessionaire shall utilize the monthly reporting forms attached hereto as Exhibit "E" to comply with the Monthly Reporting requirements outlined in this Agreement.
- F. Maintenance. Concessionaire's maintenance responsibilities are outlined in Exhibit "F" "Maintenance of Facility and Equipment".
- G. Facility Equipment. The Facility's kitchen equipment and tables are enumerated in Exhibit "G".
- H. Valet Parking Plan. Exhibit "H" Concessionaire's responsibilities regarding a Valet Parking Plan for the Facility are outlined in Exhibit "H".
- I. Veteran's Park Community Center Floor Plan. Maps of the Facility's floor plan are attached hereto as Exhibit "I".

- J. Waiver and Release of Liability. An exemplar waiver and release of liability form which Concessionaire may use for its rental of the Facility is attached hereto as Exhibit "J".

GENERAL PROVISIONS

1. Independent Concessionaire. Concessionaire acknowledges, represents and warrants that Concessionaire is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent Concessionaire. This Agreement shall not be construed as a contract of employment. Concessionaire shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent Concessionaire relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Concessionaire 's sole responsibility.
2. Brokers. Concessionaire acknowledges, represents and warrants that Concessionaire 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. Inspection. City has the right to enter the Facility at any time in the case of an emergency and otherwise at reasonable times, for the purpose of inspecting the condition of the Facility and for verifying compliance by Concessionaire with this Agreement and all applicable laws and regulations. City may enter the premises of the Facility, or any portion thereof, from time to time for the purpose of inspecting the premises and/or curing an actual or suspected breach of this Agreement that reasonably requires entry upon the Facility. In so doing, City shall use reasonable efforts to minimize disruption to Concessionaire.
4. 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 Concessionaire, 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 Concessionaire. City shall furnish Concessionaire, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Concessionaire 's

services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Concessionaire.

5. Uses

- A. Except as otherwise provided herein, City grants to Concessionaire the exclusive right to schedule, manage and provide catering and concession services for the Facility. Concessionaire shall provide catering and concession services to private groups Friday, 12:00 p.m. through Sunday, 12:00 a.m. Concessionaire may also provide catering and concession services to private groups up to fifteen percent (15%) of available weekday hours, if non-profit or community group has booked the time slot [see Section(a)(i) below]. City and Concessionaire shall review weekday private catering uses on a semi-annual basis. Upon review, City may increase or decrease the amount of private catering permitted during weekdays, depending upon impact of lack of impact on nonprofit and community group use of the facility. Catering and concession services are more specifically described in Exhibit "A" Scope of Services, attached hereto.
 - i. Concessionaire shall also schedule and manage City and nonprofit and community group use of the Facility for meetings and other activities. City and nonprofit and community group use shall be provided free of charge Monday through Thursday, 9:00 a.m. through 9:00 p.m. and Friday 9:00 a.m. through 12:00 p.m. The application and rules for nonprofit and community group use are attached hereto as Exhibit "D". Concessionaire shall provide, upon request, low cost meals to nonprofit and community groups (price range: approximately \$10-\$20 per plate plus tax and gratuity for meals where percentage rent is waived) using the Facility.
- B. Concessionaire's use of the Facility shall be limited to the interior of the Facility (occasionally referred to as the "premises"), small parking lot adjacent to the north side of the Facility and concrete pad adjacent to the west side of the Facility and shall not restrict City or any other Party's, use of the exterior area or the surrounding park. Concessionaire may also use no more than one of the two (2) activity rooms, located on the lower level of the Facility for Staff Offices, provided that the use of this room shall be limited to the administration of the services described in this Agreement as well as the Circle Drive access road directly north of the Facility for event valet parking drop-off and pick-up, and may apply for permits (one per event) to use the grassy area directly north of the Facility for wedding ceremonies, if such ceremonies generate additional revenue for City. All other areas of the Facility (excluding kitchen and storage rooms) shall be made available to the public.

- C. Concessionaire's use of the Facility shall be limited to those uses expressly provided for herein and no other.
 - D. City shall not enter into any contractual arrangement or permit any other party to use the Facility for catering or concession services during the term of this Agreement, unless Concessionaire is in default hereunder.
- 6. Records and Billing
 - A. Concessionaire shall arrange for and collect all billings and payments for the use of the Facility.
 - B. Within thirty (30) days after the end of each calendar year of the Lease Term, Concessionaire shall further to City a statement, in writing, certified to be correct by the owner of Spectrum Catering, showing the total gross sales made in, upon of from the Premises during each month of the preceding calendar year and the amount of rental paid to City. In the event such statement discloses that the percentage rental on the gross income for any month of the preceding calendar year exceeds the amount of percentage rental paid to City by Concessionaire for said period, Concessionaire shall immediately pay the amount of such deficiency to City.
 - C. Concessionaire shall keep full, complete and proper books, records and accounts of daily gross sales generated under this Agreement, both in cash and on credit. Concessionaire shall keep all such documents for a minimum of five (5) years. City shall have the right at any and all times, during the regular business hours, to examine and inspect the of the books and records of Concessionaire, including any sales tax report pertaining to the business of Concessionaire conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales previously made to City shall be found to be inaccurate, then and in that event, there shall be an adjustment and one (1) party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements.
- 7. Concessionaire's Employees.

Concessionaire shall furnish such number of personnel at the Facility at all times as is necessary to maintain efficient levels of services at the Facility. Concessionaire shall employ only competent, responsible persons with reasonable verbal communication skills. In the event that any employee is determined to be unsatisfactory in City's sole and complete discretion, Concessionaire shall immediately cease to allow such person to work at the Facility. Concessionaire shall ensure that Employees maintain a new appearance and are neatly attired. Concessionaire shall train all

employees in the proper operation of the items of equipment set forth in Exhibit "G", and shall ensure that all Employees maintain the highest standards of cleanliness, courtesy and services.

8. 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.
9. Complaints. Concessionaire shall promptly respond to all complaints from the public. Concessionaire shall report each complaint, and the action taken in response to such complaint, to City within five (5) calendar days of receipt of said complaint. If City believes a complaint to be of a serious nature, City shall notify Concessionaire in writing, and Concessionaire shall respond to City's inquiry within five (5) calendar days.
10. Parking. Concessionaire shall use its best efforts to provide valet parking for all weekend events ("weekend events" shall mean those events occurring after 5:00 p.m. on Friday evenings and those events occurring at any time on Saturdays and Sundays). Concessionaire's valet parking plan is set forth in Exhibit "H" attached hereto.
11. Permits. Licenses and Taxes. Concessionaire shall at its own expense procure and keep in force during the term of this Agreement all necessary permits and licenses. Concessionaire shall be responsible for the payment of all applicable taxes.
12. Termination.
 - A. City may, upon twenty (20) days written notice to Concessionaire, terminate this Agreement. without any further obligations to Concessionaire if Concessionaire has breached this Agreement and Concessionaire has failed to correct the breach during said twenty (20) day period; provided, however, that if the default cannot reasonably be cured within twenty (20) days, Concessionaire shall not be in default of this Agreement so long as Concessionaire commences to cure the default within the twenty (20) day period and diligently and in good faith continues to cure the default.
 - B. Notwithstanding the foregoing, City may terminate the Agreement upon twenty-four (24) hours' notice for any of the following reasons:

- i. If Concessionaire voluntarily vacates, abandons (failure to occupy the premises for fifteen (15) consecutive days shall be deemed an abandonment), or discontinues all or part of its operation or services provided pursuant to this Agreement without abandonment of the premises;
- ii. If a petition under any federal bankruptcy laws is filed by or against Concessionaire, or an action under any present or future insolvency law or statute is filed by or against Concessionaire;
- iii. In the event of an emergency or natural catastrophe which renders the Facility unsafe or unavailable for its intended use;
- iv. If Concessionaire commits an act or activity which could result in substantial damage to the Facility or its operations, or which is in direct or substantial interference with the use of the Facility;
- v. Upon failure of Concessionaire to supply City with any of the certificates of insurance required herein or to maintain in full force and effect any required insurance;
- vi. Upon the occurrence of any act or omission which results in the suspension or revocation of any license, permit or authority that renders Concessionaire unable to operate the Facility or conduct the services hereunder;
- vii. Failure to pay any monetary obligation hereunder when due, if the failure continues for five (5) days after notice has been given to Concessionaire;
- viii. Failure to furnish any Monthly Reporting Form within the time required;
- ix. Permitting the Facility, or any portion thereof, to be used for any purpose or purposes not authorized by or in violation of this Agreement;
- x. Voluntarily assigning, or attempting to voluntarily assign, Concessionaire's interest under this Agreement without City's prior written consent.

13. Consequences of Termination and Surrender. Upon termination of this Agreement, Concessionaire shall immediately surrender possession of the Facility to City. In such event City shall be entitled to recover from

Concessionaire all damages incurred by City by reason of Concessionaire's default including, but not limited to, the cost of recovering possession of the Facility; expenses of re-letting, including necessary renovation and alteration of the Facility; reasonable attorney's fees; the amount by which the unpaid rent for the balance of the term after the time of any judgment or award exceeds the amount of such rental loss for the same period that 'Concessionaire proves could be reasonably avoided; that portion of the leasing commission paid by City and applicable to the unexpired term of the lease.

14.

15. Conflict of Interest. Concessionaire acknowledges, represents and warrants that Concessionaire 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. Concessionaire further acknowledges, represents and warrants that Concessionaire has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Concessionaire acknowledges that in the event that Concessionaire 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.

16. Indemnity. To the fullest extent permitted by law, Concessionaire shall indemnify, defend and hold harmless City and its officers, employees, elected and appointed officials, attorneys, agents and volunteers from and against any and all damages, costs, expenses, claims, liability, demands, suits, causes of action, proceedings, expenses, judgments penalties, liens, and losses of any kind and all costs associated therewith that City may sustain or incur which may be imposed upon them or any of them as a result of or arising out of this Agreement, except for such loss cause by the sole negligence or willful misconduct of City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

17. Waiver of Claims. Except for areas for which City has retained maintenance and repair obligations, Concessionaire accepts the Facility in its "as is" and "where is" condition. Concessionaire, acknowledging that it has performed similar services to those provided for in this Agreement in the Facility, is familiar with the condition of the Facility, and is not relying on any representations or warranties of City with respect to the Facility or condition thereof. As a material part of consideration for this Agreement, Concessionaire hereby waives all claims against City for damages to buildings, installations or other improvements in, upon, or about the Facility and

for injuries to Concessionaire or third persons in or about the Facility from any cause arising at any time, except claims for damages or injuries arising out of or to the extent of the active negligence of City.

18. Waiver of Liability Form. Concessionaire shall require all community and nonprofit groups to sign City's Waiver of Liability form. Attached hereto as Exhibit "D". Concessionaire shall provide all signed Waiver of Liability forms to City upon request.
19. Insurance. See Exhibit "K." Insurance requirements set forth in Exhibit "K" that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

SAMPLE

20. 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.
21. Compliance with Laws. Concessionaire shall not use the Premises or permit anything to be done in or about the Premises, the Building or the Land which will in any way conflict with any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court now in force or which may hereafter be enacted or promulgated (singularly and collectively "Laws"). Tenant shall also comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. Tenant shall, at its sole expense and cost, promptly comply with all Laws and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises.
22. Assignment.
- A. Concessionaire shall not assign, transfer, convey or sublease (collectively, "assign") all or any of its rights under this Agreement (including any options to extend the term of the lease) without first obtaining City's written consent, which consent may be withheld in the sole discretion of City. In the event that Concessionaire shall attempt to assign any or all of its rights under this Agreement without first obtaining such consent, City may, in its discretion, immediately terminate this Agreement, and all rights, title and interest of Concessionaire therein shall cease and terminate. Any such termination by City shall in no event release Concessionaire from any obligation that it had prior to the date of termination under this Agreement, nor shall it relieve or release Concessionaire from the payment of any damages to City which City shall sustain as a result of such violation.
- B. The acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision hereof. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. In the event of default by any assignee of Concessionaire or any successor of Concessionaire in the performance of any of the term hereof, City may proceed directly against Concessionaire without the necessity of exhausting remedies against such assignee or successor.
23. Subcontractors. Concessionaire shall provide properly skilled professional and technical personnel. to perform any approved subcontracting duties. Concessionaire 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.

24. Liens. Concessionaire Tenant shall keep the Premises, the Building and the Land free from all liens, security interests and encumbrances (including, without limitation, all mechanic's liens and stop notices) created as a result of or arising in connection with the Alterations or any other labor, services or materials provided for or at the request of Tenant or Tenant's Affiliates, or any other act or omission of Tenant or Tenant's Affiliates, or persons claiming through or under them. (Such liens, security interests and encumbrances singularly and collectively are herein called "Liens.") Tenant shall not use materials in connection with the Alterations that are subject to any Liens. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against: (a) all Liens; (b) the removal of all Liens and any actions or proceedings related thereto; and (c) all Liabilities incurred by Landlord or Landlord's Affiliates in connection with the foregoing. If Tenant fails to keep the Premises, the Building and the Land free from Liens, then, in addition to any other rights and remedies available to Landlord, Landlord may immediately take any action necessary to discharge such Liens, including, but not limited to, payment to the claimant on whose behalf the Lien was filed, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. Tenant shall indemnify Landlord and Landlord's Affiliates for, and hold Landlord and Landlord's Affiliates harmless from and against, all Liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Neither Landlord's curative action nor the reimbursement of Landlord by Tenant shall cure Tenant's default in failing to keep the Premises, the Building and the Land free from Liens.
25. Hazardous Materials.
- (a) Tenant shall not cause or permit any Hazardous Material(s) (as defined in this Article) to be brought, kept or used in or about the Building by Tenant, Tenant's Affiliates, Concessionaire's provided Tenant may use and store normal quantities of products used for office purposes (such as toner, cleaning solvents or the like) as long as the same are used in compliance with applicable Laws. Tenant indemnifies Landlord and Landlord's Affiliates from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord and Landlord's Affiliates harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Building, damages for the loss or restriction or use of rentable or usable space or of any amenity of the Building, damages arising from any adverse impact or marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise or accrue during, or are attributable to, the term of this Lease as a result of such breach. This indemnification of Landlord and Landlord's Affiliates by Tenant includes without limitation, costs incurred in connection

with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material(s) present in the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Material(s) on the Building caused or permitted by Tenant and/or Tenant's Affiliates results in any contamination of the Building, Tenant shall promptly take all actions at its sole expense as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Material(s) and the Concessionaire to be used by Tenant must be approved by the Landlord, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Building and so long as such actions do not materially interfere with the use and enjoyment of the Building by the other tenants thereof; provided however, Landlord shall also have the right, by notice to Tenant, to directly undertake such mitigation efforts with regard to Hazardous Material(s) in or about the Building due to Tenant's breach of its obligations pursuant to this Section, and to charge Tenant, as Additional Rent, for the costs thereof.

(b) Landlord covenants and agrees that in the event any unlawful levels of Hazardous Material(s) exist or are introduced in, on or about the Building, due to other than the actions or inaction of Tenant or Tenant's Affiliates, assignees, sublessees, licensees, or contractors, and any such Hazardous Material(s) are reasonably potentially injurious to Tenant's health, safety or welfare, or if any such unlawful levels of Hazardous Material(s) substantially interfere with Tenant's use of the Premises, Landlord shall, if required by applicable Laws, diligently commence to remove, restore, remediate or otherwise abate such Hazardous Material(s) in compliance with all Laws pertaining to Hazardous Material(s).

(c) As used herein, the term "Hazardous Material(s)" mean any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material(s)" include, without limitation, any material or substance which is (i) defined as "Hazardous Waste," "Extremely Hazardous Waste," or "Restricted Hazardous Waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "Hazardous Substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "Hazardous Material," "Hazardous Substance," or "Hazardous Waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as "Hazardous Substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) regulated by Section 26100 et seq. of the California Health and Safety Code, Division 20,

Chapter 18 (Toxic Mold Protection Act of 2001), (viii) listed under Article 9 or defined as Hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (x) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), (xi) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

(d) As used herein, the term "Laws" mean any applicable federal, state or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Building, including, without limitation, the laws, ordinances, and regulations referred to in Article 10.4 (d) above.

26. Subordination. Attornment and Estoppel Certificates.

A. Upon request of City, Concessionaire will, in writing, subordinate its rights hereunder to the lien of any first mortgage, or first deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Facility and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by City covering the Facility, Concessionaire shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as City under this Agreement. This paragraph notwithstanding, as long as Concessionaire is not in default hereunder, this Agreement shall remain in full force and effect for the full term thereof.

B. Upon request, Concessionaire shall promptly execute and deliver to City a certificate certifying (i) that this Agreement is unmodified, and in full force and effect; (or that this Agreement, as modified, is in full force and effect and acknowledging the date and nature of the modifications); (ii) the date, if any, to which rent and other sums payable hereunder have been paid; (iii) that no notice has been received by City of any default which has not been cured, except as to defaults specified in said certificate; and (iv) such other matters as may be reasonably requested by City.

27. Audits. City may utilize an accountant of City's selection to audit the business of Concessionaire once every calendar year during the term of the Agreement. If the statement of gross sales previously made to City is found to be inaccurate there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements.

If any audit discloses an inaccuracy in favor of Concessionaire of greater than

three percent (3%) with respect to the amount of gross sales reported by Concessionaire for the period of said report, then Concessionaire shall immediately pay to City total cost of such audit; otherwise, the cost of such audit shall be paid by City. If such audit discloses any willful or substantial inaccuracies City may, in addition to any other remedies it may have for Lessee's breach of this Agreement, terminate this Agreement immediately.

28. 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 Concessionaire and City may be used to assist in the interpretation of the exhibits to this Agreement.
29. Amendment. This Agreement may be amended or modified only by a subsequent written instrument executed by both parties.
30. 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 Concessionaire.
31. 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.
32. Time of Essence. Time is of the essence of this Agreement.
33. Confidentiality. To the extent permissible under law, Concessionaire shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
34. 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."
35. 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 Concessionaires in connection with the project.
36. 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.

37. 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.
38. Claims. Any claim by Concessionaire 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.
39. Interpretation. Concessionaire 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.
40. Warranty. Concessionaire accepts the Facility on an "as is" basis without the benefit of any express or implied warranty or representation from City.
41. Condition of Premises. Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, Building, and their suitability for Tenant's purposes, and Tenant does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises, the Building, or the suitability of same for Tenant's purposes. Tenant acknowledges that neither Landlord nor Landlord's Affiliates has made any representations or warranty with respect to the Premises, the Building, their condition, or with respect to the suitability for Tenant's business. Tenant hereby agrees that the Premises shall be taken "AS-IS", "with all faults" and Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, unless provided in Article 11 below. Tenant, at its sole expense, shall keep the Premises and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease Term, surrender the Premises to Landlord in good condition.
42. Operating Expenses. All costs and expenses of operating, maintaining and repairing the common areas, Building and the Land, including, but not limited to: water and sewer charges; insurance premiums for all insurance policies deemed necessary by Landlord; deductible amounts under insurance policies; janitorial services; wages of Landlord's employees engaged in the operation, maintenance or repair of the Building or the Land, including all customary employee benefits, Worker's Compensation and payroll taxes; reasonable management fees or, if no managing agent is retained for the

Building, a reasonable sum in lieu thereof which is not in excess of the prevailing rate for management services charged by professional management companies for the operation of similar buildings; legal, accounting and other consulting fees; the cost of air conditioning, heating, ventilation, plumbing, electricity, water, sewer and other services and utilities serving common areas; elevator maintenance; capital improvements and replacements to all or any portion of the Building and the Land made after completion of the Building, appropriately amortized over the useful life of such improvements; all costs and expenses incurred by Landlord and interest on any funds borrowed to pay the cost of any capital improvements as a result of or in order to comply with any Laws, including, but not limited to, Laws pertaining to energy, natural resources conservation, safety, environmental protection; supplies, materials, equipment and tools; and maintenance and repair of all common areas. Operating Expenses do not include the depreciation on the existing Building and improvements, loan payments, executive salaries, real property and other taxes (see article 26 or real estate broker's commission).

43. Discrimination. In connection with this Agreement, Concessionaire shall not discriminate against any person on the basis of race, religion, color, sex, age, national origin, or physical handicap. Concessionaire acknowledges that the Facility is designed primarily as a multi-purpose facility to accommodate the educational, cultural and social needs of a diverse community. Concessionaire shall therefore make the Facility available to all citizens, businesses, and community groups and organizations on a first-come, first-serve basis, without giving preferential treatment to any individual or group under any circumstance. Concessionaire hereby certifies and agrees that, in all matters affecting this Lease, it will comply with all applicable federal, State, and local laws and regulations prohibiting discrimination of any kind, including but not limited to, the Federal Civil Rights Act of 1964, Unruh Civil Rights Act, Cartwright Act, State Fair Employment Practices Act, and Americans with Disabilities Act.
44. Employment Records. All employment records shall be open for inspection and reinspection by City at any reasonable time during the term of this Lease for the purpose of verifying the practice of nondiscrimination by Concessionaire in the areas heretofore described.
45. 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.
46. 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 Concessionaire warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Concessionaire, 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 Concessionaire.

- 47. 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.
- 48. Notices. All notices required herein shall be personally delivered or mailed to the below listed addresses:

Concessionaire:·

City:
City of Redondo Beach
Department of Recreation and
Community Services
1922 Artesia Blvd.
Redondo Beach, CA 90278

(With copy to:)
Redondo Beach City Attorney
415 Diamond Street Redondo
Beach, CA 90277

- 49. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any previous Agreements, oral or written. The Agreement may be modified and provisions waived only by subsequent mutual written Agreement, executed by City and Concessionaire.
- 50. Inability to Perform. Landlord shall not be in default hereunder nor shall Landlord be liable to Tenant or Tenant's Affiliates for any Liabilities if Landlord is unable to fulfill any of its obligations, or is delayed in doing so, if the inability or delay is caused by reason of accidents, breakage, strike, labor troubles, acts of God, or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord.
- 51. Joint Obligation. If Tenant consists of more than one person or entity, the obligations of such persons or entities as Tenant shall be joint and several.
- 52. Force Majeure. Neither party will be liable for any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include, without limitation, government action, acts of God, war, terrorism, fire, flood, earthquakes or other natural disasters, denial-of-service attacks or communication line or power failures or material shortages or labor conditions provided that such party gives prompt notice to the other party, and use its commercially reasonable efforts to resume performance as soon as reasonably practicable. However, if the Facility is damaged to the extent that it is unusable or would require for ninety (90) or more days to be repaired, Concessionaire shall be entitled to terminate this Agreement and surrender possession of the Facility to City without incurring the consequences outlined in Section 13 of this Agreement.

[SIGNATURES FOLLOW ON NEXT
PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 202_.

CITY OF REDONDO BEACH

CONCESSIONAIRE

William C. Brand, Mayor

By: _____

Name: _____

Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Facility Description:

The Facility is a three-level, 11,400 square foot facility located in Veterans Park. Constructed in 1930 as the City's Main Library, the building has been restored to recapture its historic character and appearance. The Facility features a grand ballroom, meeting rooms, catering facilities, support facilities, and an elevator. The Facility is fully accessible to the disabled. A floor plan of each level is included as Exhibit "I".

Main Floor

- A 6,356 square foot grand ballroom.
- Included is a 700-square foot room available for smaller meetings or functions.
- Historical bookshelves, light fixtures and a panoramic view add to the truly unique flavor of the building.

Lower Level

- Two activity/meeting rooms (approximately 400 square feet each) which will accommodate small groups.
- Men's restroom with three water closets, two urinals and two sinks.
- Women's restroom with six water closets and two sinks.
- An 870 square foot catering kitchen equipped with storage cabinets, refrigerator, freezer, sinks, microwave oven and grill, capable of serving hot and cold food and beverages. A detailed inventory and diagram of kitchen equipment is included as Attachment "G".

Mezzanine Level

- 1,098 square foot area overlooking the main level.

Outside Area

- Paved concrete driveway in rear of building for deliveries.
- Small parking lot adjacent to building for ADA and staff parking.
- Loading area directly west of Facility.
- Grassy area on the building's west side available for outside ceremonies and activities.

Concessionaire's use of the Facility and Veterans Park shall include the following: interior of the Facility and small parking lot and loading area adjacent to the west and north sides of the Facility and may apply for permits (one per event) to use the grassy area directly north of the Facility for wedding ceremonies, if such ceremonies generate additional revenue for City. Concessionaire may also use no more than one of the two (2) activity rooms, located on the lower level of

the Facility for Staff Offices, provided that the use of this room shall be limited to the administration of the services described in this Agreement. All other areas of the Facility (excluding kitchen and storage rooms) shall be made available to the public. Concessionaire may also use the Circle Drive access road directly north of the Facility for event valet parking drop-off and pick-up, and may apply to the City for permits (one permit per event) to use the grassy area directly north of the Facility for wedding ceremonies, if such ceremonies generate additional revenue for the City.

Concessionaire's Responsibilities:

1. City grants Concessionaire exclusive rights to manage and operate the Veterans Park Community Facility (hereinafter, "the Facility ") as a full-service wedding, banquet and special events facility.
2. The Facility 's staffing shall at all times include at least one of the following: General Manager, Sales Manager or Assistant Sales Manager.
3. Concessionaire shall make the Facility available for rental and for community group use as outlined in Exhibit "D" three hundred and sixty-five (365) days per year, excluding City recognized holidays. Concessionaire shall book and manage nonprofit community group use of the Facility at no charge to City. Concessionaire shall also make the facility available to City free of charge for City events; and, if catering is required such service shall be provided at a discounted rate.
4. Concessionaire's use of the Facility shall be limited to those uses expressly provided for herein and no other.

Concessionaire shall:

5. Supply all food, beverages and labor needed to cater all functions;
6. Advertise and market the Facility;
7. Coordinate all scheduling and billing (associated with the functions Concessionaire provides for the Facility);
8. Provide maintenance and janitorial services for the Facility;
9. Provide all linens, dishes, flatware, cooking utensils, decorations and other necessary implements for foodservice.

Concessionaire shall not:

10. Post or place any sign on or about the Facility without City's prior written consent.
11. Make or suffer to be made any alterations, additions or improvements (collectively, "improvements") to the Facility without the prior written consent of City in its sole discretion. Improvements shall be at Concessionaire's own expense unless otherwise agreed by the parties in writing. City may charge its usual and customary fees for any licenses or permits in connection with the approval and inspection of the improvements. Unless City indicates otherwise in writing, any alteration, addition or improvement made or suffered to be made by Concessionaire shall on the termination of this Agreement become part of the Facility and belong to City. Upon notice to Concessionaire, Concessionaire shall at its own expense forthwith remove the improvements and repair any damage to the Facility caused by such removal.

City's Responsibilities:

1. City shall provide tables available for all functions to be held at the Facility.
2. City shall provide kitchen equipment and tables as described in Exhibit "G" in an as-is condition as of the commencement date of this Agreement.
3. City shall pay for repair or replacement of any equipment described in Exhibit "G" that that fails due to normal use during the term of this agreement except as follows: Concessionaire shall pay fifty percent (50%) of the cost, up to twenty-five thousand dollars (\$25,000), to repair or replace any equipment described in Exhibit "G" that fails due to normal use during the full term of this Agreement.
4. City shall repair or replace any equipment listed in Exhibit "G" that is damaged, destroyed or stolen due to vandalism or theft. Vandalism or theft must be reported to City by Concessionaire within twenty-four (24) hours of occurrence.
5. City shall maintain the Facility 's foundations, bearing and exterior walls (including glass and doors, window frames), subflooring and roof (including gutters and downspouts); excluding any damage caused by Concessionaire or Concessionaire's clients which shall be covered by Concessionaire's or the client's insurance or by the client's damage deposit. Concessionaire shall be responsible for cleaning all of the Facility 's windows.
6. City shall maintain all major building systems, including HVAC system, elevator, electrical system, plumbing and sewer systems excluding any and all blockages of Facility drain lines which shall be Concessionaire's responsibility.

7. City shall maintain all surrounding grounds in a manner consistent with normal public landscape practices, including planters, irrigation systems, walkways, service driveway. City shall also maintain staff and disabled persons parking lot.
8. In the event of construction of an Events Plaza in the park, City shall provide notification to Concessionaire of at least sixty (60) days prior to construction taking place.
9. City warrants and represents that it shall not permit the construction of an Events Plaza between April 1 and October 31 of any year during the term of this Agreement.
10. City shall not enter into any contractual agreement or permit any other party to use the Facility for catering or concession services during the term of this Agreement, unless Concessionaire is in default hereunder.
11. City shall replace the carpeting at the Facility within the first two (2) years of the term of this Agreement.

EXHIBIT "B"

TERM

The term of this Agreement shall commence _____, 202_ and shall terminate, unless otherwise extended per the terms of this Agreement, _____, 202_.

OPTIONS TO EXTEND

1. Concessionaire shall have the option of extending the original term of this Agreement for no more than three (3) additional periods of twelve (12) months each, provided that all of the following conditions precedent are satisfied:
 - i. This Agreement is in effect both at the time that the notice to exercise the option is given and on the last day of the term;
 - ii. Concessionaire notifies City in writing of its intent to exercise the option at least three hundred and sixty-five (365) days prior to the expiration of the term; and
 - iii. Concessionaire is not in default of any of the provisions of this Agreement at the time notice of the intent to exercise the option is given or as of the last day of the term.
2. If Concessionaire chooses to extend the original term of the Agreement, upon the exercise of the first (1st) option, the following items shall be renegotiated:
 - i. Percentage of gross revenue paid to City;
 - ii. Annual minimum paid to City; and
 - iii. Percentage of maintenance, repair and replacement costs for tables and kitchen equipment to be paid by Concessionaire, and cap on total dollar amount to be paid by Concessionaire for maintenance, repair and replacement of tables and kitchen equipment.

EXHIBIT "C"

RENT AND MONTHLY REPORTING

1. Concessionaire shall pay City monthly rent in the amount of:
 - i. Nineteen percent (19%) of gross monthly sales occurring Friday after twelve o'clock pm, (12:00 p.m.) and all Saturday and Sunday events for years one through three (1-3) of the Agreement; and,
 - ii. Twenty percent (20%) of gross monthly sales occurring Friday after twelve o'clock pm, (12:00 p.m.) and all Saturday and Sunday events for years four through seven (4-7) of the Agreement; and,
 - iii. Twelve percent (12%) of gross monthly sales for all private Monday through Thursday events and events occurring Friday before twelve o'clock pm, (12:00 p.m.); and,
 - iv. Twelve percent (12%) of gross monthly sales for all nonprofit or community group events occurring Monday through Thursday that are catered. The percentage shall be subject to waiver by City on a case by case basis.
2. Conditions of Payment of Rent:
 - i. As used herein, "gross sales" shall mean all the money or other items of value received by Concessionaire for all goods and services contracted for or provided by Concessionaire at the Facility, and includes any uncollected or uncollectable accounts; but excludes taxes and gratuities.
 - ii. Concessionaire shall pay City a minimum of \$150,000 annual rent.
 - iii. The full amount of the percentage rent or minimum rent, as applicable, (collectively, "rent") shall be paid without deduction, set-off, notice or demand, irrespective of whether Concessionaire has been paid for the underlying services or sales.
 - iv. No later than the fifteenth (15th) day following each calendar month, Concessionaire shall file a monthly written report, certified by Concessionaire under penalty of perjury to be correct, of all: (1) advance deposits, (2) gross sales, and (3) any other amounts made, charged or collected by Concessionaire during the preceding month. Said report shall be prepared on the form included in Exhibit "E" attached hereto. Said report shall be filed with City, together with Concessionaire's monthly rent payment.

- v. Concessionaire shall, within thirty (30) days after the end of each calendar year of the term of this Agreement, furnish to City a statement, in writing, certified to be correct by the owner of Concessionaire, showing the total gross sales made in, upon or from the Premises and the amount of rental paid to City during each month of the preceding calendar year. In the event such statement discloses that the percentage rental on the gross income for any month of the preceding calendar year exceeds the amount of percentage rental paid to City by Concessionaire for said period, Concessionaire shall immediately pay the amount of such deficiency to City.
- 3. Acceptance of Rent: The acceptance of rent by City from any other person shall not be deemed to be a waiver by City of any provision of this Agreement.
 - 4. Late Charge: Concessionaire acknowledges that late payment by Concessionaire to City of the monthly or percentage rents will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Concessionaire shall not be received by City within five (5) days after such amount is due, Concessionaire shall pay to City a one-time late charge equal to ten percent (10%) of such overdue amount, in addition to interest on the overdue amount from the date due at the maximum rate allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost City will incur by reason of the late payment by Concessionaire. Acceptance of such late charge by City shall in no event constitute a waiver of Concessionaire's default with respect to such overdue amount, or prevent City from exercising any of its other rights and remedies hereunder.
 - 5. Utilities: Concessionaire shall pay all charges for electricity, gas, and hot and cold domestic water services to the Facility. Concessionaire shall be responsible for providing for trash removal, and telephone services. Concessionaire shall also pay for an alarm service at the Facility.
 - 6. Security Deposit: City shall retain the \$5,000 deposit provided by Concessionaire in 1996 as a security deposit for the performance by Concessionaire of the provisions of this Agreement. If Concessionaire is in default of the terms of this Agreement, City may use the security deposit, or any portion of it, to cure the default or to compensate City for any and all damage sustained by City resulting from Concessionaire's default. Concessionaire shall immediately on demand pay to City a sum equal to that amount of the security deposit expended by City so as to maintain the security deposit in the sum initially deposited with City. If Concessionaire is not in default upon the termination of this Agreement, City shall return the security deposit to Concessionaire.

EXHIBIT "D"
VETERANS PARK COMMUNITY CENTER
INFORMATION, RULES AND CRITERIA FOR NONPROFIT AND COMMUNITY
GROUP USE

Eligible Users

The Veterans Park Community Center shall be available rent-free to nonprofit and community volunteer groups for meetings Monday -Thursday, 9:00 a.m. - 9:00 p.m. and Friday 9:00 a.m. - noon.

- Redondo Beach groups have first priority
 - o Redondo Beach groups consist of at least 51% residents
- Nonprofit groups are defined as 501(c)(3) groups under federal nonprofit tax law
- Community volunteer groups are defined as groups that are managed and staffed by volunteers and that serve Redondo Beach.

Reservations/Applications for Use

- A signed application for use of the Facility must be submitted to Spectrum Catering for approval. Groups must also include the following materials with their applications:
 - o A membership roster or proof of federal 501(c)(3) nonprofit status.
 - o A signed "Waiver and Release of Liability" form (attached).
 - o A layout diagram of proposed event and a request for tables and chairs (set up free of charge).
 - o Request for coffee and/or water (provided free of charge).
 - o Request for low cost meals.
- Groups may reserve the Veterans Park Community Center up to twelve (12) months in advance for one-time uses.
- Groups may reserve the Veterans Park Community Center up to 26 times per year, based on availability, unless an exception is granted by the City Council, City Manager or his/her designee.
- Groups may reserve an ongoing time slot through the end of the current calendar year (example: 1st and 3rd Thursdays of each month, 7:00 - 9:00 p.m.).
- All reservations for ongoing time slots expire December 31st of each year. Groups seeking to renew their ongoing time slots must reapply in writing on or after the first business day of January. Ongoing time slot reservations will be made on a first-come, first served basis. Groups may apply in person or via mail. Postmark date will be considered date of application for mailed-in applications. In the event the same slot is requested by two or more groups simultaneously, priority will be given to the group with the largest Redondo Beach resident base.
- All efforts will be made to accommodate privacy and to provide exclusive areas within the facility. However, due to the layout of the building, up to three groups may use the facility at the same time and privacy cannot be guaranteed.

Initial _____

General Rules

- No food or beverages of any kind, including absolutely no alcoholic beverages, may be brought into the facility.
- Any proposed decorations must be approved in advance by Spectrum Catering. No tacks, nails, pins, duct tape or staples may be used in or on the walls or woodwork.
- Confetti, glitter, bird seed and rice are not permitted in the facility.
- Each user is responsible for returning the facility or area within the facility to its pre-event condition and cleanliness. Adequate time for cleanup must be booked as part of the reservation.
- A cleaning deposit may be required at the discretion of Spectrum Catering.
- Vendors/outside services contracted by the community group/nonprofit must be approved by Spectrum Catering.
- Groups selling items/merchandise or charging admission for events held at the Facility may be subject to rental charges.

A refundable cleaning deposit in the amount of \$ _____ is required to confirm your reservation.

_____ (name of organization) agrees to vacate the facility at the contracted closing time. In the event the facility is occupied after the contracted closing time, _____ (name of organization) agrees to pay any and all additional overtime rates for Room Rental and Staff, along with any other services contracted from Spectrum Catering. A minimum of \$25 per hour will be charged for any group that occupies the facility in excess of the hours contracted for. Failure to vacate the Facility and/or pay overtime charges could be cause for cancellation of future booked dates or opportunities to book future dates.

I have read the Veterans Park Community Center Information, Rules and Criteria for Community Use and certify that: _____ (name of organization) will comply with all rules and requirements stated herein.

NAME: _____ DATE: _____
(Authorized Representative- Print Name)

TITLE: _____

(Signature)

Indemnity

To the fullest extent permitted by law, _____ (name of

organization) shall indemnify, defend and hold harmless the City of Redondo Beach (City) and its officers, employees, elected and appointed officials, and volunteers, and The Spectrum Holding Company Inc. and its officers, employees, and volunteers from any and all claims, damages, losses and expenses including without limitation attorney's fees and costs and expert witness fees, caused in whole or in part by any negligent act or omission of the Event Holder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any law, except where caused by the active negligence, sole negligence or willful misconduct of the City.

NAME: _____
(Print Name)

DATE: _____

TITLE: _____

(Signature)

EXHIBIT "E"
MONTHLY REPORTING FORM

Catered Events				
EVENT DATE	EVENT TYPE	GROSS SALES	RETURNED TO CITY	
			AMOUNT	%
Totals		\$	\$	

Nonorofit/Community Events		
EVENT DATE	NAME OF GROUP	HOURS OF USE

	i ,	
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EXHIBIT "F".

MAINTENANCE OF FACILITY AND EQUIPMENT

1. All maintenance associated with the operation of the Facility shall be assumed by Concessionaire. Concessionaire shall maintain and repair the Facility and all equipment and materials used by Concessionaire in a clean and sanitary condition, free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials, roaches and other insects, rodents and vermin, to the satisfaction of City and in full compliance with all applicable Health Department regulations. Concessionaire shall provide a maintenance plan subject to City approval, which outlines the maintenance schedule for the Facility.

2. City and Concessionaire shall be responsible for fifty percent (50%) each, for up to twenty five thousand dollars (\$25,000) of the cost of repair or replacement of any equipment listed in Exhibit "G" that fails due to normal use during the first seven (7) years of the term of this Agreement. City shall pay one hundred percent (100%) of any costs to repair or replace equipment over and above twenty five thousand dollars (\$25,000) during the first seven (7) years of the term of this agreement.

City shall repair or replace any equipment listed in Exhibit "G" that is damaged, destroyed or stolen due to vandalism or theft. Vandalism or theft must be reported to City by Concessionaire within twenty four (24) hours of occurrence.

3. All food service materials, including, but not limited to, china, glassware, flatware, containers, and other such enclosures used to contain individual food or beverage portions, shall be clean and stored so as to be protected from dust, dirt, roaches and other insects, rodents, vermin, and from unsanitary handling and unclean materials.

4. Concessionaire shall, during and immediately following each event, remove from the Facility all rubbish, refuse, food scraps, and garbage to a location approved by City for refuse storage and pickup. Concessionaire shall arrange and pay for the removal and disposal of such refuse from the specified storage area.

5. Concessionaire shall provide, at its cost and expense, pest control service for the extermination of specified insects and other pests from the Facility.

6. Concessionaire shall not do, nor permit to be done, anything which may unreasonably interfere with the effectiveness of air conditioning systems within the concession premises or elsewhere in the facilities.

7. Concessionaire shall not obstruct, or cause to be obstructed, any portion of the sidewalks, loading docks, entries, passageways, vestibules, halls, elevators, or other ways of access to the premises for any purpose other than the

immediate ingress, egress, loading or unloading to or from the premises. Concessionaire may, however, use the Facility's loading dock for pre-reception activities.

8. Concessionaire shall be solely responsible for any damage or loss, other than normal wear and tear, arising out of or from Concessionaire's use of any City-owned equipment used by Concessionaire during the course and scope of this Agreement. ("City-owned equipment" is defined as all items listed on Exhibit "G.") If any City-owned equipment is damaged, lost or destroyed, Concessionaire shall replace the same or pay City the cost of repair or cost of replacement of such equipment to City within thirty (30) days of discovery of the loss or damage.

9. Concessionaire shall clean and maintain kitchen equipment, including ice machine, freezer and refrigerators, slicer, heated food carriers, fire suppression system for hood, oven range combination, water softener, and ware washer.

10. Concessionaire shall provide regular cleaning and periodic maintenance of building's interior finish surfaces, and shall paint same if they become unsightly in the reasonable determination of City.

11. Concessionaire waives the right to make repairs at City's expense.

EXHIBIT "G"

KITCHEN EQUIPMENT & TABLES LIST

Quantity	Description
1	Ice Machine
1	Ice Bin
1	Refrigerator
2	Work Table
1	Sink
1	Elect. Receptacle.
1	Overshelf
1	Roll-In Freezer
1	Hand Sink
1	Slicer Stand
1	Slicer
1	Roll-In Refrigerator
1	Urn Stand w/ Sink
1	corner Guard
1	Microwave Oven & S/S Shelf
1	Heated Food Carrier
1	Fire Suppression System (part of canopy Hood)
1	Canopy Hood

<u>Quantity</u>	<u>Description</u>
1	Griddle/O.B. Range wt 2 Oven
1	Pot Sink Assembly
1	Pot Rack
1	Dishtable Assembly
1	Rack Shelf
1	Disposer
1	Warewasher
4	Shelving
1	Floor Trough & Grate
2	Roll-In Racks
1	Water Softener
35	66" Round Table
3	60" Round Table
10	36" Round Table
8	8' Banquet Table
9	6' Banquet Table
4	5' Serpentine Table
2	60" ½ Round Table

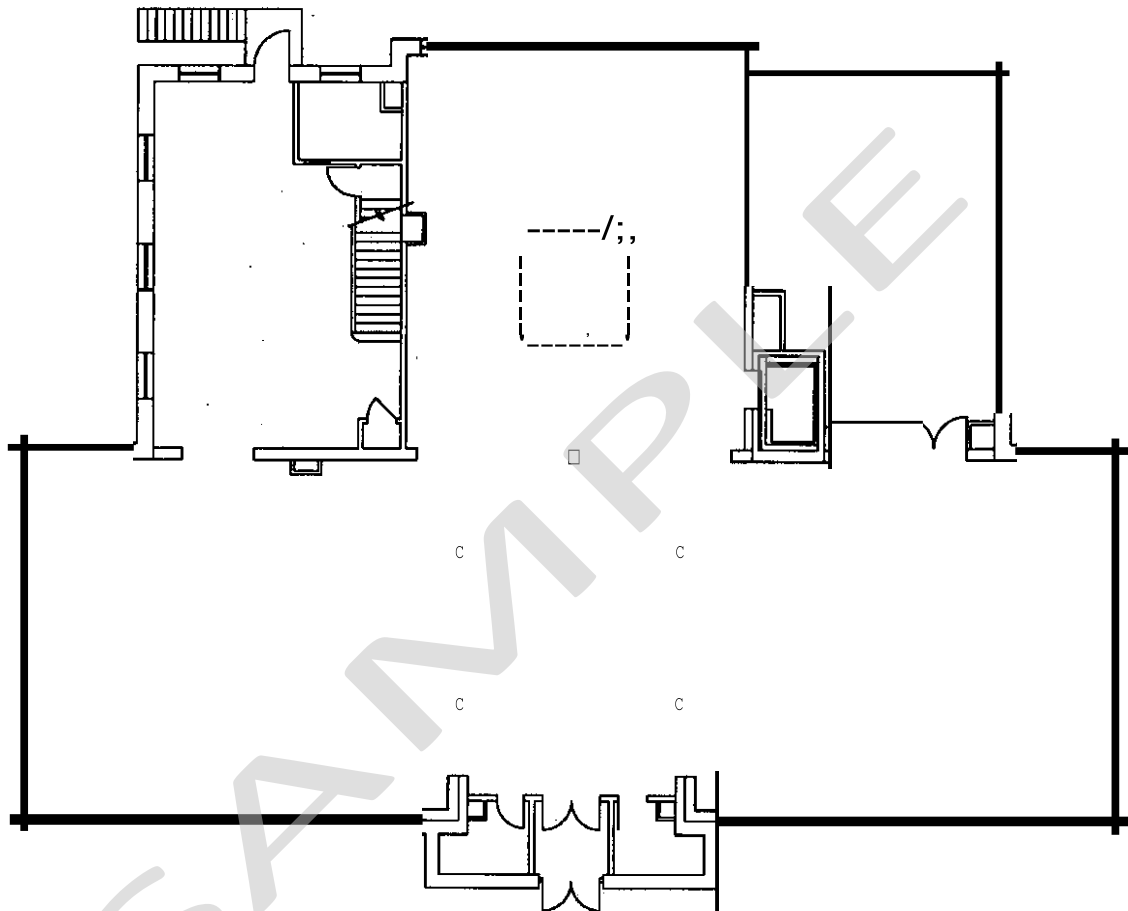
EXHIBIT "H"

VALET PARKING PLAN

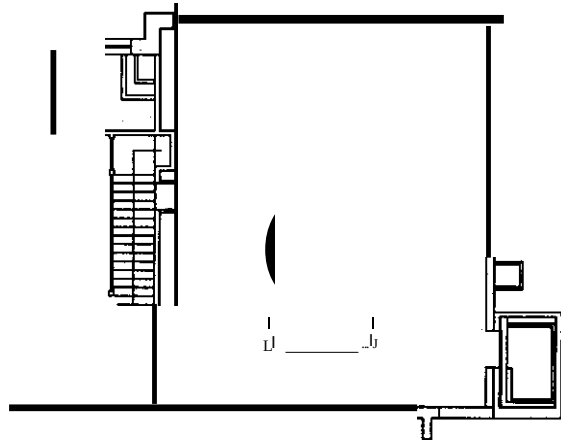
Concessionaire shall subcontract with a licensed, insured and bonded valet company to park all vehicles belonging to persons attending events at the Veteran's Park Community Center. The valet company shall use the Circle Drive directly north of the Facility in Veteran's Park as the drop-off and pick-up point for all vehicles. Concessionaire shall obtain an off-site parking lot with sufficient spaces for all vehicles for each event. There shall be sufficient valet personnel to ensure that all vehicles shall be removed from the site in a timely manner, and Concessionaire shall instruct valet company that no vehicles shall be parked in any grass or sidewalk area of the park (outside of temporary parking along the Circle Drive). Use of the entire Circle Drive shall be necessary during the entire event and may cause restrictions for short periods of time for traffic that is not related to the event.

EXHIBIT "I"

VETERANS PARK COMMUNITY CENTER FLOOR PLAN

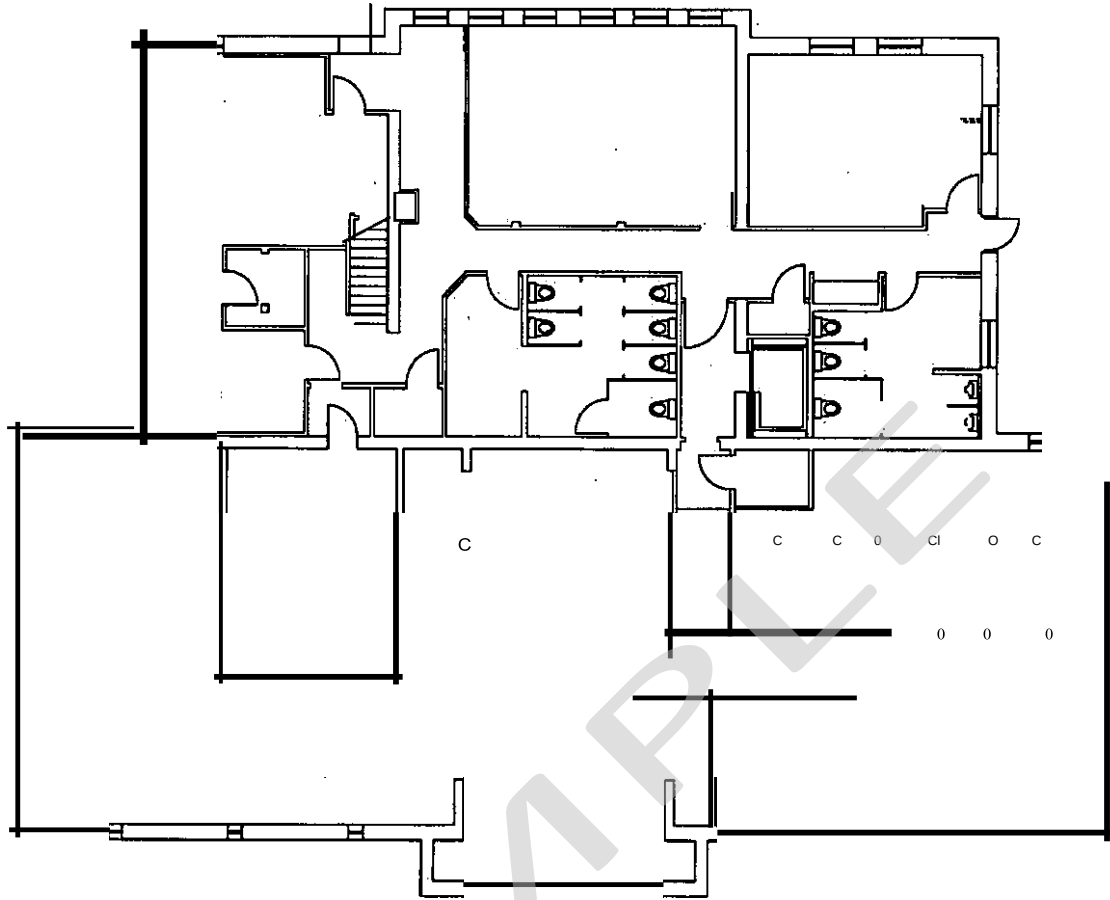


**VETERANS PARK HISTORIC LIBRARY
COMMUNITY CENTER
MAIN FLOOR**



VETERANS PARK COMMUNITY CENTER
MEZZANINE FLOOR





VETERANS PARK HISTORIC LIBRARY
COMMUNITY CENTER
LOWER FLOOR



EXHIBIT "J"

WAIVER AND RELEASE OF LIABILITY

Indemnity: to the fullest extent permitted by law, _____ (Event Holder) shall indemnify, defend and hold harmless the City of Redondo Beach (City) and its officers, employees, elected and appointed officials, and volunteers from any and all claims, damages, losses and expenses including without limitation attorney's fees and costs and expert witness fees, caused in whole or in part by any negligent act or omission of the Event Holder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any law, except where caused by the active negligence, sole negligence or willful misconduct of the City.

NAME: _____
(Print Name)

DATE: _____

TITLE: _____

(Signature)

EXHIBIT "K"

INSURANCE REQUIREMENTS FOR CONCESSIONAIRES

Without limiting Concessionaire's indemnification obligations under this Agreement, Concessionaire 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 Concessionaire, 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

Concessionaire 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/location.

Employer's Liability: \$2,000,000 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 Concessionaire shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

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

For any claims related to this project, the Concessionaire'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 Concessionaire'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 Concessionaire's part.

Acceptability of Insurers

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

Verification of Coverage

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

endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Concessionaire 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

Concessionaire 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.

SAMPLE