

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CITYGATE ASSOCIATES, LLC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Citygate Associates, LLC., a California limited liability company ("Contractor" or "Citygate").

The parties hereby agree as follows:

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

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GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venture or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

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

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

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any negligent act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the primary negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or

written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; 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 Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act

are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. 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.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 20th day of June, 2023.

CITY OF REDONDO BEACH

CITYGATE ASSOCIATES, LLC,

DocuSigned by:

William C. Brand

E6413C7231DF4E1...

William C. Brand, Mayor

DocuSigned by:

David DeRoos

47C3C540287F4AB...

By:

Name: David C. DeRoos

Title: President

ATTEST:

APPROVED:

DocuSigned by:

Eleanor Manzano

72F2AC716C214CF

Eleanor Manzano, City Clerk

DocuSigned by:

Diane Strickfaden

ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Comprehensive Work Plan

Our Work Plan is comprised of six tasks that will be explained throughout this section. Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Task 1: Initiate and Manage the Project, Data/Information Collection, and Stakeholder Interviews/Meetings

Citygate and City project representatives will hold a startup meeting to refine the issues to be addressed, and the objectives of schedule, budget, and methods of data collection and analysis for this study.

1.1 Obtain and Review Background Data and Information

- ◆ At the start of the project, we will develop and submit a list of requested data and information relevant to this project, including General Plans within the City's service area; growth forecasts; any appropriate prior studies; City documentation, including (as available) dispatch data, fleet inventory, facility information, current personnel, equipment, and other operating costs; and other relevant information. Once we receive the requested documentation from the City, we will review it prior to the startup meeting and stakeholder interviews/meetings in the following subtask.
- ◆ Citygate will additionally request City and other available GIS data layers, hazard and risk-related information, travel time performance measure(s), and historical calls-for-service data from City data systems.
- ◆ We have found that reviewing the factual documents prior to our initial interviews improves the effectiveness and value of the interviews we conduct, since it results in more specific questions and more definitive information.

1.2 Meet with City Representatives to Initiate Project

- ◆ In collaboration with City leadership, Citygate will review and finalize a detailed Project Work Plan, schedule, deliverables, roles and responsibilities, and project benchmarks. These tools will assist both the consultants and the City to monitor the progress of the study.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In our experience, this early effort to clearly define

expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.

- ◆ To enhance our understanding of the issues at stake in this project, we will meet with, as appropriate and/or as requested:
 - Elected or appointed community officials
 - Fire Department leadership and other key staff
 - Employee labor group leadership
 - External stakeholders meeting(s)
 - Other project stakeholders as requested or appropriate

1.3 Ongoing Project Management

- ◆ Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed.

Deliverables

Deliverables for this task include:

- ◆ A written final project Work Plan, schedule, and background data/information request.
- ◆ A videoconference start-up meeting with the City's Project Team.
- ◆ One day of videoconference listening meetings with Department and City staff.
- ◆ Monthly written reports detailing the project status any project cost or schedule concerns.

Task 2: Assess the District's Contract for Services Proposal; Community Risk Assessment and Standard of Cover Analysis

As a basis for this operational comparison, Citygate will utilize the elements and guidelines published by the CPSE-CFAI (6th Edition) in its Standards of Coverage process.

2.1 Describe the Community Served and Services Provided

The Citygate team will understand and describe the City's service area to include:

- ◆ Service area description, including boundaries, key demographic and socio-economic indicators, projected growth, and other key community factors.
- ◆ General description, formation, authority, history, and organizational design of the City.

- ◆ Description of services currently provided.
- ◆ Description of the City's current response system, including station locations, apparatus, and operational staffing.
- ◆ Description and review of current service delivery infrastructure, including facilities, operational staffing levels, and distribution of resources.

2.2 Review and Describe Community Outcome Expectations and Performance Goals

- ◆ We will review any existing community expectations and performance goals, as well as identify and describe any differential expectations relative to fire protection services and response performance as a result of the stakeholder interviews and public external stakeholder expectation meeting.

2.3 Conduct a Community Risk Assessment

Citygate will conduct an analysis of community risks, including:

- ◆ Identification and description of geographic planning zones in collaboration with the City's Project Team.
- ◆ Identification of the various land use impacts on emergency service planning and delivery considering census-based population and demographic data, community planning-based population information, transient population and demographic information, population density, community land use regulations, hazardous substances and processes, and non-structural risk categorization.
- ◆ Identification, description, and quantification of the values at risk within the City, including critical infrastructure; economic, cultural, historic, and natural resources; and existing mitigation programs, if any.
- ◆ Identification, description, and analysis of all natural and human-caused fire and non-fire hazards with potential to adversely impact the City relative to services provided by the City using land use, zoning, parcel data, ISO data, economic value, building footprint density, occupancy data, demographic information, and specific hazard information.
- ◆ Determination of probability of occurrence for each identified hazard by planning zone.
- ◆ Identification and quantification of appropriate impact severity factors for each identified hazard.
- ◆ Determination of overall risk by hazard for each planning zone considering overall geospatial characteristics, including political and growth boundaries, construction, infrastructure limitations, transportation network, and physical assets to be protected.

- The risk assessment will include a matrix showing the City's common and predictable risk types identifying staffing and resource needs with particular attention to:
 - Risk-specific staffing levels to meet the critical tasking analysis for the identified risks.
 - Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks.
 - Time standards that will provide for effective initiation of critical tasks and functions.
 - Summary of current available resources in matrix format.

2.4 Conduct Critical Task Time Analysis

- ◆ We will assist the City in conducting critical task time studies for typical emergency incident types. As an alternative, Citygate can use aggregate critical crew task times from other client agencies similar to the City.

2.5 Conduct a Distribution Analysis

- ◆ Citygate will use the FireView GIS mapping software to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.

2.6 Conduct a Concentration Analysis

- ◆ We will conduct a comprehensive analysis of the City's capability to achieve an Effective Response Force (ERF) to resolve more serious or complex situations.

2.7 Assess Historical Response Effectiveness and Reliability

Citygate will utilize StatsFD™ software to provide a comprehensive statistical analysis of:

- ◆ Current workload of each company, including service demand by incident type, temporal variation, and unit-hour utilization.
- ◆ Actual or estimated failure rates of individual companies.
- ◆ Concurrent service demand and operational impacts.
- ◆ Analysis of the maximum emergency service capability of City resources exclusive of contract and automatic aid resources.
- ◆ Analysis of actual and historical response performance components, including call processing/dispatch time, crew turnout time, travel time, total response time, and ERF response time.

- ◆ Analysis of mutual and automatic aid provided and received.
- ◆ Review and analysis of historic call locations, including, but not limited to, skilled nursing facilities, clinics, and residential and commercial properties.

2.8 Overall Evaluation, Conclusions, and Recommendations to Policy Makers

- ◆ A summary assessment of the current deployment system’s ability to protect the assets at risk within the City’s service area, including the number and location of fire stations, the quantity and types of apparatus, operational staffing levels, specialized technical capabilities, and first-due and ERF performance.
- ◆ Recommendation, as needed, of revised performance objectives by risk type, including measures and compliance methodologies in alignment with recognized industry best practices, community expectations, and current and prospective future City resources.
 - Recommended performance objectives will be developed with respect to both distribution and concentration of resources.
 - Recommended performance goals will be consistent with recognized guidelines from the NFPA, the ISO, and the CFAI.
- ◆ We will identify current deployment, areas for improvement and comparative analysis to industry best practices.

2.9 Comparative District Operational Analysis

- ◆ Once Citygate has completed its CRA-SOC for fire services as provided by the City, we will compare and contrast these operational elements with the services proposed to be provided by the District. We will do this by conducting scenario analyses of service provision as proposed by the District. This will create a simple but sophisticated “side-by-side” comparison of the impacts on fire, EMS, and harbor operations of either contracting for services or continuing to provide services internally.

2.10 Comparative District Fiscal Analysis

- ◆ Citygate will conduct a high-level fiscal analysis of continuing to provide fire, EMS, and harbor operations internally versus contracting with the District. This fiscal analysis will include a year-by-year, side-by-side comparison of revenues and expenditures, operating reserves, fund balances, as well as high-level pension system impacts (Citygate’s review of pension impacts will consist of the benefits to the employee and legacy leave-behind costs for City obligations already incurred. Citygate does not conduct actuarial analysis; if needed, that must be conducted by a specialty firm).

Deliverables

Deliverables for this task include:

No deliverables are anticipated for this task. Results from this analysis will be included in the deliverables in the following tasks.

Task 3: Non-Comparative Analyses

In addition to the critical comparative analyses between City-provided and District-provided services as outlined in Task 2, the City has requested an assessment of a number of other service delivery factors.

3.1 Evaluate Harbor Patrol Operations in King Harbor as Compared to Marina del Rey

- ◆ The Citygate team will understand the harbor risks to be protected and the resultant response assets needed over specific response times.

3.2 Reviewing Current Facilities, Equipment, and Logistics

- ◆ Using a standards-based assessment instrument, Citygate will work with Department staff to evaluate each facility's and apparatus' physical condition and capacity to meet the Department's long-term needs.
- ◆ In addition, Citygate will assess Department logistics and annual supply costs.

3.3 Historical Survey of the Impact of District-Provided Services on Other Cities

- ◆ To the degree that other cities are willing and able to provide the necessary information, and/or the information is publicly available, Citygate will survey the impact of District-provided services on cities that contracted with the District in the past, analyzing trends in both response times and cost over time.

Deliverables

Deliverables for this task include:

- ◆ Up to two days on site to tour facilities and apparatus.
- ◆ Operational questionnaire for Harbor Patrol analysis.
- ◆ Operational questionnaire regarding Department logistics.
- ◆ Comparator city surveys for cities contracting for District-provided services in the past.
- ◆ Up to four one-hour videoconference meetings with Department personnel regarding Harbor Patrol and/or logistics.
- ◆ Up to six one-hours videoconference meetings with comparator city management.

- ◆ Results from this analysis will be included in the deliverables in the following tasks.

Task 4: Preliminary Findings Briefing

4.1 Prepare and Conduct a Preliminary Findings Briefing

- ◆ Upon completion of Tasks 1 through 3, Citygate will prepare a preliminary findings briefing with exhibits, and then conduct a videoconference briefing of the analysis and working findings for the City’s Project Team.
- ◆ Pursuant to any input received from the City’s Project Team, Citygate will make any data-driven changes and then refinements, if needed, will be incorporated into the Draft Report.

Deliverables

Deliverables for this task include:

- ◆ One videoconference meeting for the preliminary findings briefing is anticipated for this task.
- ◆ Findings, recommendations, and modifications from the preliminary findings briefing will be incorporated into the Draft Report in Task 5.

Task 5: Prepare and Deliver the Draft Report

In this task, the Citygate Project Team will develop a comprehensive Draft Report, including findings, recommendations, and exhibits as appropriate.

5.1 Prepare Draft Report with Exhibits

- ◆ The Citygate Project Team will prepare a Draft Report, including detailed requirements and other exhibits as needed for a comprehensive and understandable policy choice document.
- ◆ Upon completion of the Draft Report, electronic versions in Microsoft Word will be sent to the City’s project representative for comments using the “track changes” and “insert comments” tools in Word.

5.2 Review Draft Report with City Project Team

- ◆ Citygate’s normal practice is to review Draft Report with management personnel to ensure that the factual basis for the recommendations is correct and to allow time for a thorough review. In addition, Citygate takes time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

- ◆ Citygate will conduct one videoconference meeting regarding the Draft Report, answer any questions, and agree on the elements for the Final Report.

Deliverables

Deliverables for this task will include:

- ◆ One comprehensive Draft Report, including appropriate analysis exhibits.
- ◆ One videoconference meeting is anticipated for this task to review the Draft Report.
- ◆ The findings and recommendations from the Draft Report review will be incorporated into the Final Report in Task 6.

Task 6: Prepare and Deliver the Final Report

6.1 Prepare and Deliver the Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how the review was conducted, what issues were identified, why the recommendations were made, and how implementation should be accomplished.
- ◆ Based on results of the review process in Tasks 4 and 5, Citygate will prepare and submit an Executive Summary and comprehensive Final Report, including appropriate analysis exhibits.

6.2 Final Report Presentation

- ◆ Citygate will present key elements of the Final Report using Microsoft PowerPoint to an audience as determined by the City's project representative.

6.3 (Optional) AudMod™ Audio Module

- ◆ Citygate's *AudMod™* option offers a further way to maximize retention and resulting implementation efforts related to Citygate's Final Report. We offer a fully produced audio "podcast"-style component that is specifically tailored to your agency and engagement, summarizing key points and recommendations from Citygate's report with added narrative context. The result is an easily accessible audio file that can be distributed to internal and external stakeholders and listened to while driving, exercising, etc.—providing stakeholders a means to absorb the content of Citygate's findings and recommendations conveniently from their phones, tablets, or computers. Increasing the permeation of the report you have invested in will increase success for your agency. *If desired*, Citygate can discuss a budget for this specific option with the City.

Deliverables

Deliverables for this task include:

- ◆ One comprehensive Final Report, including analysis exhibits.
- ◆ One Microsoft PowerPoint presentation of key elements of the Final Report.
- ◆ One on-site trip to present key elements of the Final Report to an audience as determined by the Department's project representative.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence June 20, 2023 and expire June 30, 2024 (“Term”), unless otherwise terminated as herein provided.

Project Schedule

Citygate anticipates the duration of this project to be six months and is available to start immediately upon execution of a Professional Services Agreement or contract for services. A summary of the proposed project schedule is presented in the following table.

Proposed Project Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1: Initiate Study / Stakeholder Input	█	█	█	█	█	█
2: Comparative Analysis & SOC		█	█	█	█	█
3: Non-Comparative Analysis		█	█	█	█	█
4: Preliminary Findings Briefing				█	█	
5: Draft Report					█	█
6: Final Report / Presentation					█	█

 Issue Document Request	 Start-Up Meeting	 Stakeholder Interviews
 Initial Findings Briefing	 Draft Report Delivery/Review	 Submit Final Report
		 Final Report Presentation

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT.** Total compensation is not-to-exceed \$96,741, unless agreed in writing, via agreement amendment, authorized by both parties.

Standard Hourly Billing Rates

Classification	Consultant	Rate
Citygate President	David DeRoos	\$260 per hour
Public Safety Principal	Stewart Gary	\$260 per hour
Senior Fire & EMS Specialist	Samuel Mazza	\$250 per hour
Fire & EMS Specialist	Landon Stallings	\$195 per hour
Fire & EMS Specialist	Michael Dyer	\$225 per hour
Local Government Fiscal Specialist	Andy Green	\$225 per hour
Senior Maritime Emergency Services Specialist	David Badgett	\$275 per hour
Geo-Mapping Specialist	BERK Consulting	\$215 per hour
Statistical Specialist	Michael Fay	\$195 per hour
Report Project Administrator	Various	\$140 per hour
Administrative Support	Various	\$100 per hour

Core Project Cost Breakdown

Project Team Consulting Fees	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	GIS Data Cost	Total
\$73,050	\$5,479	\$1,423	\$2,000	\$81,952

City-Selected Additional Project Cost Breakdown

Additional Project Options Cost Estimate	Project Team Consulting Fees	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	GIS Data Cost	Estimated Total
AudMod™ (Audio Module)	\$3,320	\$249	\$0	\$0	\$3,569
Four (4) On-site Trips	\$8,320	\$624	\$2,276	\$0	\$11,220

Total not-to-exceed Project Value

Project Team Consulting Fees	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	GIS Data Cost	Selected Options	Total
\$73,050	\$5,479	\$1,423	\$2,000	14,789	\$96,741

2. **METHOD OF PAYMENT.** Citygate shall provide itemized invoices monthly, accompanied by a written Status Report describing work performed during the prior month. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE OF PAYMENT.** Citygate Associates, LLC will invoice monthly for time, reimbursable expenses incurred at actual costs, plus a seven-and-a-half percent (7.5%) administration charge in lieu of individual charges for copies, phone, etc. Citygate Associates, LLC invoices are payable within thirty (30) days. Invoices will be transmitted via email delivery to appropriate City contact listed under 4. Notices. Hard copies of these documents will be provided only upon request.

4. **NOTICE.** Written notices to the City and Citygate shall be sent by registered or certified mail and addressed to or personally served to the following parties:

Citygate Associates, LLC: David C. DeRoos
President
Citygate Associates, LLC
600 Coolidge Drive, Suite 150
Folsom, CA 95630
(916) 458-5100 ext. 101
admin@citygateassociates.com

City: Luke Smude
Assistant to the City Manager
City of Redondo Beach
415 Diamond St.
Redondo Beach, CA 90277
(310) 918-0695
lukesmude@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail, or on the second business day if sent by email. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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