AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND ROBERT HALF INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Robert Half Inc., a Delaware corporation ("Contractor").

The parties hereby agree as follows:

- A. <u>Description of Project or Scope of Services</u>. Contractor agrees to assign one or more individuals (each an "Assigned Individual") to assist the City, as set forth in Exhibit "A".
- B. <u>Term and Time of Completion</u>. The term of the agreement is set forth in Exhibit "B".
- C. <u>Compensation</u>. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. <u>Insurance</u>. Contractor agrees to comply with the insurance requirements set forth in Exhibit "D".

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GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. <u>Brokers</u>. 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. <u>City Property</u>. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained by Assigned Individuals 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. Reserved.
- 5. Reserved.
- 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. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
- 8. Reserved.
- 9. <u>Professional Ability</u>. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the staffing 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 the staffing industry.
- 10. <u>Business License</u>. 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 performed prior to the effective date of termination; and (2) any applicable conversion fees. 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. Contractor may terminate this Agreement with thirty (30) days written notice to the City.
- 12. <u>Termination in the Event of Default</u>. 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. <u>Conflict of Interest</u>. 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.
- 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, reasonable attorney's fees, 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 negligence or willful misconduct of Contractor in performance of the Agreement (including negligence or willful misconduct by any of its officers, agents, employees, Subcontractors), or its failure to comply with any of its obligations contained in the Agreement, violation of law except for such loss or damage which was caused by the gross 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. <u>Nonwaiver of Rights</u>. 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. <u>Waiver of Right of Subrogation</u>. 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. <u>Insurance</u>. 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. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. 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. <u>Limitations upon Subcontracting and Assignment</u>. 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.
- 19. <u>Subcontractors</u>. 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. <u>Integration</u>. 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. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 22. <u>Conflicting Provisions</u>. 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. <u>Non-Exclusivity</u>. 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. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference.
- 25. Reserved.
- 26. <u>Confidentiality</u>. 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. <u>Third Parties</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Claims</u>. 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. <u>Interpretation</u>. 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. Contractor guarantees City's satisfaction with Contractor's Assigned Individuals by extending to City a two (2) days (16 hours) guarantee for members of the administrative & customer support contract talent practice group (as applicable, the "Guarantee Period"). If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Contractor will not charge for the Guarantee Period worked, provided Contractor is allowed to replace the Assigned Individual. Unless City contacts Contractor before the end of the guarantee period, City agrees that Contractor's Assigned Individual is satisfactory for purposes of this guarantee.
- 33. <u>Severance</u>. 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. <u>Authority</u>. 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. <u>Waiver</u>. 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.
- 36. Additional Terms. Nothing in this Agreement shall obligate Contractor's practice group or branch offices, other than Robert Half's administrative & customer support contract talent practice group of the Contractor's branch office located in Torrance, CA (the "Branch"), to perform services under the terms and conditions contained herein this Agreement. Notwithstanding the foregoing, Contractor shall be responsible for any liability or claim arising out of the Branch's performance of the services under the terms of this Agreement.

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals (i) to perform services outside of the scope of Assigned Individual's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual; (vii) to operate machinery (other than office

machines) or automotive equipment. City may request that Contractor permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Contractor's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Contractor shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby.

Moreover, City must not require Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Contractor (including, but not limited to, any virtual desktop infrastructure solution). Since Contractor is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Contractor or on City's behalf regarding financial statements; (b) to sign the name of Contractor on any document; or (c) to sign their own names on financial statements or tax returns.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

If City requires Contractor to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Contractor prior to the start of services under this Agreement. Contractor will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Contractor's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws..

Unless otherwise provided by law, City agrees to agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure to hold in confidence the Assigned Individual's legally protected personal information.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of July, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	ROBERT HALF INC., a Delaware corporation
Docusigned by: Jack	By: Name: Signed by: Alexandra Von Tiergarten Title: SVP
ATTEST:	APPROVED:
Cleanor Manyano 72F2AC716C214CF Eleanor Manzano, City Clerk	Diane Strickfaden ABED8CF35EEF48C Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Signed by: A5A27AAE40834DE Joy A. Ford, City Attorney	

EXHIBIT "A"

SCOPE OF SERVICES

CONTRACTOR'S DUTIES

This following statement of work ("SOW") is incorporated into the Agreement by this reference and made a part thereof. Capitalized terms not otherwise defined herein are defined in the Agreement. Contractor shall assign one or more individual(s) to the City to assist the City with the completion of the following tasks:

A. <u>Assistant Planner</u>: The Assigned Individual(s) shall perform the core duties and functions within the professional planner job category in the Planning Division of the City's Community Development Department. These duties shall include, but will not be limited to:

1. Public Information Services:

- a. Work professionally with the general public, development community, City staff, supervisors, and other departments.
- b. Provide information on the department policies, general plan policy, and zoning ordinance regulations to the public as necessary.
- c. Accurately interpret and apply ordinances and policies to development proposals, and clearly communicate these requirements to the general public and development community both in writing and verbally.
- d. Respond to public inquiries regarding zoning and planning matters by telephone, mail, email, or in person.

2. Current Planning:

- a. Review and process plans submitted by applicants.
- b. Provide staff support to groups, commissions, and committees, including but not limited to, the Planning Commission, Preservation Commission, and Harbor Commission, City Council, and neighborhood associations (collectively referred to as "Interested Parties"). This support shall include conducting research, processing entitlements, and drafting reports.
- c. Attend meetings and make oral presentations before the Interested Parties.
- d. Assist in the preparation of planning and zoning regulations, and department policies and procedures.

3. Advanced Planning:

a. Tabulate, compile, analyze, and interpret statistical data and other data relating to social and economic trends concerning urban land use, population, housing, business, industry, and economic characteristics.

- b. Prepare maps, charts and graphs to interpret various planning studies and trends.
- c. Conduct research, analyze information, and draft reports regarding zoning, General Plan amendments and other advanced planning issues.
- d. Research planning and zoning trends in other jurisdictions.
- e. Operate automated mapping/geographic information systems.
- f. Conduct other special studies as needed.
- g. Perform other related duties as requested by the City Community Development Director or designee.
- B. <u>Administrative Assistant</u>: The Assigned Individual(s) shall perform comprehensive administrative support to assist in the efficient operation of the City Community Development Department. This includes managing communications, supporting department operations, and ensuring the effective execution of administrative tasks as set forth below.

1. Communication Management:

- a. Answer and direct phone calls, emails, and inquiries from the public, developers, and other stakeholders.
- b. Serve as the first point of contact for department-related inquiries, providing accurate information or routing requests to the appropriate personnel.

2. Administrative Support:

- a. Provide administrative assistance, including scheduling meetings, preparing agendas, and maintaining department calendars.
- b. Prepare, edit, and distribute correspondence, reports, memos, and other documents upon City's request.
- c. Manage and maintain department records, files, and databases, ensuring information is up-to-date and easily accessible.
- d. Assist in the preparation of presentations, spreadsheets, and other materials for meetings and public hearings.

3. Project Assistance:

- a. Support ongoing projects and initiatives within the City Community Development Department by coordinating logistics, tracking project timelines, and assisting with documentation.
- b. Assist in the review and processing of planning applications, permits, and other departmental paperwork.

4. Community Engagement:

- a. Assist in organizing and coordinating community outreach events, workshops, and public meetings.
- b. Provide information to the public regarding zoning, land use, and planning regulations, or direct the public to the appropriate resources.
- c. Help prepare materials and communications for Community Development initiatives.
- d. Perform general office duties, which shall include:
 - i. Monitoring office supplies and placing orders when necessary.
 - ii. Coordinating with other City departments to ensure seamless operations and communication.
- 5. Qualifications: Provide an Assigned individual with the following qualifications.
 - a. At least a high school diploma or equivalent; but preferably an associate's degree or relevant certification.
 - b. Proven experience as an administrative assistant, preferably in a municipal or government setting.
 - c. Strong proficiency in Microsoft Office Suite (Word, Excel, Outlook, PowerPoint) and other office management software.
 - d. Excellent communication skills, both written and verbal, with a customer service-oriented approach.
 - e. Bilingual in Spanish preferred.
 - f. Ability to multitask, prioritize, and manage time effectively in a fast-paced environment.
 - g. Knowledge of local government operations, community development, and urban planning is preferable.
 - h. Strong organizational skills with attention to detail.
 - i. Strong communication skills, multitasking abilities, and a commitment to serving the community.
- C. <u>Assigned Individuals</u>. Contractor shall assign the following individual(s) (each an "Assigned Individual") to City for this engagement:

T:41a	Hourly Bill	Estimated Start Data	Estimated Ford Data
Title	Rate	Estimated Start Date	End Date
Assistant			
Planner: Adrian	\$58.87/hr.	TBD - City designated date	12/31/2025
Frias			
Administrative			
Assistant: Ebony	\$43.00/hr.	TBD - City designated date	12/31/2025
Sutton Dill		, J	

If additional placements are required, a written amendment will need to be agreed on by both parties and signed by authorized representatives of both parties. The amendment will state at minimum the Assigned Individual's name, role, start date, and hourly rate.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence July 15, 2025 and expire December 31, 2025 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

1. **AMOUNT.** Contractor shall be paid in accordance with the schedule set forth below.

Title	Hourly Bill Rate
Assistant Planner	\$58.87/hr.
Administrative Assistant	\$43.00/hr.
Total Not to Exceed Amount of SOW	\$65,000

In the event City wishes to convert any of Contractor's Assigned Individuals, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on length of assignment. City agrees to pay a conversion fee if Contractor's Assigned Individual is hired by an affiliate or other related business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Contractor's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

The conversion fee will equal a percentage of the Professional's aggregate annual compensation, including bonuses, based on the length of assignment:

0-159 hours worked = 20% of person's annual base salary 160+ hours worked = 17% of person's annual base salary 320+ hours worked = 14% of person's annual base salary 480+ hours worked = 11% of person's annual base salary 640+ hours worked = 8% of person's annual base salary 720+ hours worked = 5% of person's annual base salary 880+ hours worked = \$2000 flat fee

- 2. METHOD OF PAYMENT. Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Contractor will bill City weekly for the total hours worked. If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Contractor may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Contractor. Contractor may also increase Contractor's rates to reflect increases in Contractor's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. Contractor will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Contractor specifies.
- 3. **SCHEDULE FOR PAYMENT**. City shall process payment within 30 days of receipt of invoice.
- 4. NOTICE. Written notices to City and Contractor shall be given by email, or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Robert Half Inc.

970 W. 19th St. Suite 400 Torrance, CA 90502

Attention: David Saidnia, Regional Director/Vice President

Email: David.Saidnia@roberthalf.com

With a Copy to: Robert Half Inc.

2613 Camino Ramon San Ramon, CA 94583

Attention: Client Contracts Dept.

Contractor: City of Redondo Beach

Financial Services Department

415 Diamond St.

Redondo Beach, CA 90277

Attention: Marc Wiener, Community Development Director

Email: Marc.Wiener@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the second business day if sent by email or the third day after mailing if sent by registered or certified mail. 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: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the 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 of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers" shall be covered as additional 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 of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers" shall be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

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

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

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

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

Acceptability of Insurers

Insurance 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.

<u>Verification of Coverage</u>

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.

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.