



Request for Proposal

RFP#2425-005

Parking Citation and Permit Management System

Proposals Due: Monday, March 31, 2025 at 4:00 P.M. PDT

Responses may be submitted electronically through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>

or submitted by courier, mail or in-person to:

City of Redondo Beach
Robert Norman - Purchasing
Attn: RFP# 2425-005
415 Diamond St., Door 1
Redondo Beach, CA 90277

TIMELINE

Activity	Date
RFP issued	Thursday, March 6, 2025
Deadline to submit questions	Monday, March 17, 2025
Response to questions (addendum) issued	Monday, March 24, 2025
Proposal due	Monday, March 31, 2025 by 4:00 p.m. PDT
Evaluation of proposals by City staff	April 1 – 18, 2025
Demonstrations/interviews	April 21 – 30, 2025 (<i>selected Proposers only</i>)
Final vendor selection and contract initiation	May 2025
Contract execution	July 2025

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1. Introduction

The City of Redondo Beach (“City”) is soliciting proposals from qualified companies to provide integrated parking citation and parking permit management services. This includes the processing and collection of parking citations, and the application, payment, and issuance of parking permits. Services shall be provided by a web-based application for use by outside customers and accessible by City staff. It is the intent of this Request for Proposal (RFP) to allow the City to select the most qualified and dependable company to provide this service at a reasonable, fair, and competitive price.

The award resulting from this RFP will be a fixed 3-year contract with two (2) optional 1-year extensions. The initial term is projected to begin July 2025. There is no expressed or implied obligation for the City to reimburse responding organizations for any expenses incurred in preparing proposals in response to this request.

City staff will evaluate proposals submitted. During the evaluation process, the City reserves the right to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, Proposers may be requested to make oral presentations as part of the evaluation process. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the organization of the conditions contained in this request for proposal, unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between the City and the selected organization.

2. City Profile

Redondo Beach is a full-service city that funds and provides proprietary police, fire, and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial harbor including King Harbor, a 1,500-slip private craft port, the Redondo Beach Pier and Seaside Lagoon, and a bathing and surfing beach covering approximately 6.2 square miles of land.

Located in the choice coastal edge of Los Angeles County, approximately twenty miles from downtown Los Angeles and seven miles south of Los Angeles International Airport, Redondo Beach has been a preferred resort destination for more than a century and one of the most desirable areas to live in the country. The City’s population has been slowly but steadily growing in the past few years. As of 2020, the Census reports a total population of 71,576. Median home price is approximately \$1.4 million.

Redondo Beach is a “charter city” governed by a council-manager form of government. The Mayor is elected at large, and one Council Member is elected from each of the five City districts. The Mayor and Council appoint the City Manager as the chief administrative officer of the City to guide day-to-day operations.

The City operates a Parking Enforcement Division under the Police Department, with 12 full-time and part-time Municipal Services Officers engaged in parking enforcement activities, with one (1)

Supervisor. The Division also includes one (1) full-time and several part-time administrative office staff. Parking Enforcement staff issues roughly 35,000 citations per fiscal year (July-June) for a variety of parking violations, including the enforcement of nearly 1,300 metered parking spaces in the City's Coastal Zone. Annual revenue from parking citations is approximately \$1.5Million.

The City also administers Parking Meter Permit, Employee Parking Permit, and Preferential Parking Permit programs. The City utilizes Mackay Parking Meters, Vigilant ALPR, Park Mobile and Pay By Phone mobile payment systems, and T2 pay stations. Preferred companies will be those that have the ability to integrate with each of these systems.

Current citations are written by the City's Municipal Services Officers using web-based software that is compatible with City issued mobile devices and portable printers. Ticket information is uploaded directly to the City's current vendor. Citation revenue is received by the current vendor and wired to the City on a monthly basis with reconciliation reports.

3. Objectives

The overall goal of this RFP is to select a vendor to provide a full parking citation and parking permit management system. In addition, the City is also requesting information and costs for an administrative review and hearing tracking system for citation appeals to assess the functionality, capability, and cost of such a system should the need arise for the City to implement in the future.

The City seeks to improve the ease of use for customers and City staff, increase customer satisfaction, and maintain compliance of parking rules through the implementation of innovative technology. The City is seeking only those companies that are qualified and willing to partner with the City to implement the most efficient and customer-centric parking management experience, with modern equipment and technology to aid City staff in its objective.

4. Scope of Work

General Overview

Vendor shall be responsible for provision and maintenance of a web-based customer facing portal for citation and permit payments, software for back-end management of permits and citations, hardware and software for citation issuance, option for entry of manual citations and payment processing for mail-in payments, call center with in-person response for customer questions regarding payment, or web-based support by email, technical support for City staff by phone and email, timely training for City staff on hardware and software including updates, and interface with CA Department of Motor Vehicles (DMV) and CA Franchise Tax Board (FTB).

4.1 PARKING CITATION MANAGEMENT SYSTEM (PCMS)

Key requirements for the PCMS

Equipment

- Mobile handheld ticket writer/printer devices with web-based software for upload of citations

- Web-base software for access by customers and City staff
- Options for ALPR readers

Parking Citation Processing

- Automated transfer and upload of citations issued with mobile handheld ticket writer
- Edit capability to correct dates, duplicate citations, violations codes and fine amounts
- Process for promptly notifying City regarding citations unable to be entered for any reason (no violation code, unreadable license, errors in file, etc.)

Data Entry from Handwritten Citations

- Ability to batch, record and verify receipt of all manual citations within two (2) business days after being received from the City
- Edit capability to correct dates, duplicate citations, violations codes, and fine amounts
- System for filing and storing handwritten citations in easily retrievable format for a minimum of five (5) years

Registered Owner Name Retrieval

- Ability to retrieve data on-line from California DMV and access registered owner information
- Validate DMV car make upon return of registered owner information to ensure proper make of vehicle issued citation

Out-of-State Registered Owner Retrieval from State DMV

- Maintain regularly scheduled communications with DMV offices in all 50 states
- Ability to access DMV registered owner information in all 50 states

DMV Registration Holds/Releases

- On-line access with California DMV for registered owner information, holds and releases
- Process DMV holds or releases
- Capability to release registration holds upon City's request
- Report monthly holds placed and payments made at DMV
- Immediate update of database with monthly payment information from DMV

Payment Processing

- Online portal for payment processing using credit card or ACH
- Acceptance of mail in payments
- Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating computer system, and making daily bank deposits
- Daily reconciliation of all payments entered with bank deposits
- Weekly reporting of bank deposits with citation payment detail to the City
- Track rebilling on partial payments, checks returned for insufficient funds, vehicle change of ownership, and leased vehicle information
- Technical support for website customers by phone and email
- Delinquent collections including:
 - Issuance of collection letters/notices

- DMV hold processing
- Participation in the CA Franchise Tax Board (FTB) Interagency Intercept Program for collections

Toll-Free Telephone Service

- A toll-free telephone number shall be provided for inquiries, with assistance by a live person, if needed
- Vendor's Customer service representatives shall be available to provide instructions and information on general parking payment procedures. Parking policy questions can be referred by to the City

Reporting

- Regular monthly reports shall be provided for operating, production, and audit functions
- The proposal should include a sample of all reports available
- Duplicate or replacement reports shall be provided to City at no cost
- Web-based access for City staff to generate reports

Courtesy Notices, Customer Notices and Letters

- Vendor shall provide the necessary postage, correspondence, and stock forms to meet all applicable requirements of state and local laws regarding citation processing and adjudication
- Proposal shall include samples of mailing and return envelopes
- Vendor will send courtesy notices according to the state and local laws for citation processing
- Vendor will generate delinquent notices after courtesy notices have been lienied, and will be mailed at least twice by first class mail to registered owners
- Returned check notices will be mailed by first class mail to individuals immediately upon notification from the City that a check has been returned for non-payment. The notices shall state the amount of original penalty, delinquent amount, and the appropriate returned check fee
- Partial payment notices shall be sent to those who do not pay the full penalty amount by first class mail, and shall indicate the amount that was paid and the remainder that is due
- Vendor must interface with the California Franchise Tax Board (FTB) for final delinquent collections and proposal must include specific report examples of this interface with FTB

Web-based Online Portal

- Vendor shall provide a full-service web-based portal for use by outside customers and access by City staff
- The system must provide real time access to all citation information including registered owner information, payment information, and administrative adjudication correspondence history
- Proposal shall include sample pages of the company's web-based platform

Support

- Ongoing support shall be provided City staff to access and interface with the parking citation database
- Vendor shall provide to City staff federal, state, and local legislation information relating to changes that may affect parking citation processing and collections

- Vendor shall provide a user manual that includes step-by-step instructions for accessing computer database information and a list, with descriptions, of any and all codes used in screens accessed by City staff
- Vendor shall assign a specified point-of-contact employed by the vendor to interact with City staff directly on any issues or questions, and will give timely notice to the City of any change to the point-of-contact
- Data migration ability to import data from previous system

Payment to City

- Collect, track and send monthly payments by wire to the City for the portion of fees belong to the City

4.2 PARKING PERMIT MANAGEMENT SYSTEM (PPMS)

The Parking Permit Management System (PPMS) would be a software and support solution that shall supply the City and customers with joint access to all parking permit processing functions. The core functionality must include the option to inquire by permit number, license plate number, account number, permit holder name, permit type, and location, at a minimum. Additional functionality shall include the ability to process payments and manage all permit types, amounts, exemptions, and locations.

Software shall be a web-based application and support real-time access for multiple parties and limit permit eligibility by the user-type and/or address. The PPMS must validate documents to establish that a customer is eligible to purchase a permit. Residents must provide a current Driver's License or photo ID and proof of residency (utility bill, lease, tax bill, closing escrow with signatures, or deed of trust) in a Preferential Parking Permit zone to be approved to purchase permits. The City currently operates with physical permits, but the goal is to transition to virtual parking permits tied to license plate numbers.

Vendor shall provide parking permit support services including, but not limited to, customer support, permit fulfillment, permit application review within 48 hours of submission.

Key requirements for the PPMS

- Online portal for permit application and payment processing
- Permit renewal notices automatically by email and/or text
- Ability to add additional permit types, as necessary
- Ability to create/modify/delete permit zones
- Ability to display all permits issued geographically on a map
- Capacity to evolve with changes in the City's parking permit program, allow for the removal and addition of various parking permit zones, allow residents in preferential parking permit zones to request guest permits online, and allow for other parking permit iterations as may be requested and approved by City Council
- Technical support with response within twenty-four (24) hours by email and phone
- System support for virtual permits (as a future option)
- Initial in-person training for City staff with bi-annual refresher training at no separate cost

- Test environment available or pre-release testing
- Ability to verify vehicle registration information via uploading registration documents or some other means of verifying vehicle registration information
- System database and physical system security must be maintained in such a way as to provide complete confidentiality and protection from unwanted access

PPMS Software Specifications

- Create new permit holder accounts
- Correct, autofill, and standardize address entries
- Validate permit program eligibility based upon supporting documentation
- Approve or deny parking permit applications based on geographical location (address validation) of requested permit or other City-determined factors
- Support rolling expiration dates (e.g. daily, weekly, monthly, annually)
- Support varying exception permit processes and quantity limitations by a designated time period for both daytime and overnight permits
- Restrict or allow multiple permit purchases for the same plate number depending on City rules
- Ability for City staff to view permit applications and documents attached to permit applications
- Ability for City Staff to enter new permits/approve permit requests
- Process payment for permits
- Ability to refund a permit
- Ability to cancel a permit
- Process multiple permit purchases in one transaction
- Retain/inactivate permit and account information
- Query by name, account number, permit type, permit number, license plate number, and address
- Add notes to permit accounts
- Editing of any permit field (based upon user-assigned privileges)
- Email letters to permit holders
- Assign permissions to access certain features based on user ID
- Review all user activity within the software
- Run ad-hoc reports on all data fields
- Provide report creating tools with various criteria selections; must be able to export from queries to shapefiles, csv, xml, and xlsx formats
- Provide a variable rate fee structure based on parking permit type including prorations
- Flag names and/or license plate numbers of persons with outstanding parking citations in Redondo Beach

4.3 ADMINISTRATIVE REVIEW & HEARING TRACKING SYSTEM (optional)

Currently the City conducts its own administrative reviews for citation appeals. The City is requesting Proposers to include information and costs for services they may provide for conducting administrative reviews should the need arise for the City to utilize in the future. If Proposer does not provide such services, please state as such in the proposal.

Key requirements for the Administrative Review and Hearing Tracking System

- Vendor shall provide process for automated notification of administrative review requests
- Vendor shall provide tracking and correspondence for all administrative review and hearing requests
- Vendor shall maintain a database of all administrative review and hearing requests received showing current status of each request and system must be integrated with parking citation issuance and processing system(s)
- Administrative review requests must be entered into the system(s) within two (2) business days from date of receipt
- Vendor shall forward all inquiries regarding citations in the administrative review process to the City for determination
- Vendor shall provide a Hearing Officer and shall schedule administrative hearings, and will then forward the results of the administrative hearing to the City
- Vendor shall provide an option of in-person or virtual administrative hearings
- Vendor will mail letters regarding the results of administrative reviews and administrative hearings
- When a refund is appropriate, the City will issue refund and notify Vendor
- All source documents shall be filed and stored for easy retrieval

5. Standard Agreement and Insurance Requirements

The City of Redondo Beach will utilize its Standard Agreement for Project Services, which is included as Attachment A for reference. **There will be no changes to the indemnification or insurance requirements.**

Companies should make note of Exhibit D Insurance Requirements. Selected vendor will be required to carry at minimum \$2,000,000 Each Occurrence in General Liability Insurance Coverage, along with respective minimums for Automobile and Worker's Compensation/Employer Liability. The City of Redondo Beach shall be included as a certificate holder, with the following required additional insured endorsement language:

"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 Contractor."

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

The City's insurance requirements are mandatory and cannot be altered or waived.

6. Proposals

In order to assist in the review of all responses, Proposers are asked to submit the following in their proposal:

- A letter of introduction describing the company, identifying those able to sign on behalf of the company, a contact person, the headquarters of the company, tax identification number, and UEI number (*if applicable*).
- Company background and experience in providing the required services. Company must have provided these services continuously for a minimum of five years.
- Provide a “Scope of Services” complete with descriptive information. Also, provide a list of additional services that company may offer.
- Describe the quality assurance and technical resources of the system.
- Provide all fees and costs associated with services.
- Include a list of all hardware and software provided by the company.
- Provide three current clients as references, with the services utilized, length of service, contact person, title, and telephone number.
- Provide an itemized cost proposal for all services listed in this RFP’s Scope of Work and any additional services the company could provide. Please state on the Cost Proposal if the amount proposed is per item, flat rate or a percentage. Company may also include a separate list of services and fees that may be of interest to the City.
- Provide examples and screenshots of company’s web-based portal demonstrating the various functionalities outlined in this RFP.

7. Evaluation of Proposals

Proposals will be reviewed by an evaluation committee made up of at least four (4) stakeholders within the Police and Finance Departments based on the following criteria. Proposals will be evaluated on the basis of their responses to all provisions of this RFP. The evaluation of proposals and recommendation of how to proceed with any contract award will be carried out by members of an evaluation committee and may involve further discussions with Proposers to clarify items contained in the written proposal.

Review of the RFP will include:

- Reviewing and evaluating all proposals for completeness and conformance with the proposal specifications contained in the RFP and eliminating those which are found to be non-responsive.
- Committee shall evaluate and score all eligible, responsible and responsive proposals received in response to this RFP. The City is not obligated to select the lowest cost proposal. Contract award will be made to the most responsive and responsible Proposer whose proposal represents the best overall value to the City by taking into consideration the evaluation criteria set forth in this RFP.
- Conducting any meetings or discussions with Proposers for the purpose of clarification
- Issuing a recommendation regarding an award of contract
- Evaluation of the proposals by the committee shall include, but not limited to, the following criteria:
 - Quality, clarity, completeness, responsiveness of proposal

- Knowledge of and past experience with similar projects
- Qualifications of the company and assigned staff
- Appropriateness and acceptability of collection plan or approach
- Reasonableness of cost to the City
- Quality and utility of web-based portal
- Results of interviews, presentations, and demonstrations
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Responses from references
- Compliance with RFP specifications
- Size, location, and financial stability of the company

Final approval of any contract award recommendation will be contingent upon review and approval by the Redondo Beach City Council.

8. Questions and Communications

Proposers must submit all written questions and requests for clarification or additional information regarding this RFP by Monday, March 17, 2025, through the City's online procurement portal hosted by OpenGov on the City's website at the following link:

<https://procurement.opengov.com/portal/redondo>

If you have any procedural questions or issues obtaining information or documents, please contact:

Robert Norman
 Purchasing Administrative Analyst
 E-mail: robert.norman@Redondo.org
 Telephone: (310) 697-3128

The City will not respond to questions received after the deadline. Responses to the questions will be documented and distributed simultaneously to all proposers on record through the form of an addendum and posted on the City's procurement portal hosted by OpenGov on the City's website.

9. Submittals

Proposals may be submitted electronically through the City's procurement portal hosted by OpenGov on the City's website at <https://procurement.opengov.com/portal/redondo>, or submitted by courier, mail or in-person to:

City of Redondo Beach
 Robert Norman - Purchasing
 Attn: RFP# 2425-005
 415 Diamond St., Door 1
 Redondo Beach, CA 90277

The deadline for submission of proposals is Monday, March 31, 2025, by 4:00 p.m. PDT.

Responses received after the deadline will not be accepted.

It is the responsibility of Proposers to ensure that the proposal arrives on time at the right place. Any proposals received after the above time will be disqualified.

All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

The City reserves the right to reject any or all proposals, wave any informalities and minor irregularities, or to select the proposal that best meets the needs of the City, even though it may not be the lowest.

Proposals shall be valid for a period of 180 days. No changes will be allowed following the due date and time.

10. Attachment A

City of Redondo Beach Standard Agreement for Project Services including Exhibit D Insurance Requirements – follows on next page.

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND _____.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and _____, a _____ [Type of Entity] ("Contractor" or "Consultant").

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".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. 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. 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 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 sole 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 ____ day of _____, 201__.

CITY OF REDONDO BEACH

[CONTRACTOR'S NAME]

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence _____, 201__ and expire _____, 201__ ("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.** [monthly, hourly, annual amounts, etc.]
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** [payment terms]
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

City

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. 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 CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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