

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND COMCATE SOFTWARE, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Comcate Software, Inc., a California corporation ("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".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Cybersecurity Requirements. Contractor shall comply with the cybersecurity requirements as outlined in Exhibit "E".

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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 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. Cybersecurity. Contractor shall comply with the cybersecurity requirements set forth in Exhibit "E".
17. 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.
18. 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, and employment laws.
19. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
20. 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. Consultant acknowledges that the services provided under this Agreement are unique and may not be assigned or subcontracted without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned.

Notwithstanding the foregoing, Consultant may assign its rights and delegate its obligations under this Agreement with prior written notice:

- a. To any entity acquiring all or substantially all of Consultant's assets or equity (by merger, sale, or otherwise), or

- b. As part of a bona fide corporate reorganization, restructuring, or change of control, provided that the successor entity expressly assumes in writing all rights, duties, liabilities, and obligations of Consultant under this Agreement, including but not limited to performance obligations, confidentiality requirements, indemnification obligations, and insurance responsibilities, and Consultant provides the City with prior written notice of such assignment.

Consultant shall remain responsible for the performance of any approved subcontractor. Consultant shall furnish the City with a copy of any subcontract agreement.

The sale, assignment, transfer, or disposition of fifty percent (50%) or more of the ownership or voting control of Consultant shall be deemed an assignment for purposes of this Agreement. also constitute an assignment for purposes of this Agreement.

- 21. 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.
- 22. 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.
- 23. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 24. 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.
- 25. 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.
- 26. 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.

27. Time of Essence. Time is of the essence of this Agreement.
28. 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.
29. 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."
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.

35. 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.
36. 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.
37. 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 15th day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

COMCATE SOFTWARE, INC.,
a California corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. DEFINITIONS

- A. EFM Enterprise Edition. EFM Enterprise Edition ("EFM") is a web-based citizen contact management service known as eFeedback Manager. It consists of a citizen panel accessed over the Internet.
- B. Code Enforcement Manager. Code Enforcement Manager ("GEM") compliments eFM citizen contact management software. It meets the Code Enforcement division's workflow requirements and automates routine tasks.
- C. Citizen Mobile Access. Citizen Mobile Access ("CMA") is an application that allows people to report potholes, graffiti, streetlight outages and other issues by taking photos and entering information on their smartphone, tablet, laptop, and other devices.
- D. GIS Enterprise. Enables integration with Geographic Information Systems ("GIS") server data to automatically populate property attributes, including but not limited to ownership info and CDBG eligibility. GIS Enterprise leverages the most up to date tax assessor data to ensure accuracy amongst address validation. GIS Enterprise also allows users to create map views of case locations with the ability to filter cases by priority, case status, and other criteria.
- E. Single Sign On. Consultant uses Okta to support authentication of City users accessing its web applications. Consultant shall support integration between Consultant/Okta and the City's ("IdP"), such as Azure AD or Microsoft AD, to facilitate user authentication.
- F. Customer Satisfaction Tracker. Enables the City to send surveys to residents following the closure of a service request to gather feedback on their customer service experience. Roll up reports are included to identify trend data across departments or service categories.
- G. Technology. EFM, GEM, CMA, and GIS shall be collectively defined as Technology.
- H. Normal Business Hours. Monday to Friday 8:30am to 5:00pm PST.

II. CONSULTANT'S DUTIES

Consultant shall perform the following duties.

A. EFM

1. Provide unlimited "seats" or accounts to City for the use of EFM.
2. Host database and SSL-encrypted application on secure server.
3. Provide web based embedded help windows.
4. Provide customization, technical support, on-site training if contracted by the City, maintenance, enhancements, updates, and routine technical support training with respect to the use of the EFM during Consultant's normal business hours.
5. Provide routine maintenance, trouble shooting, and repairs, as necessary to ensure City's access to the EFM and City's Data.
6. Except to the extent that upgrades and enhancements of the EFM include new modules or features not previously offered as part of the EFM as of the date hereof, City is entitled to maintenance upgrades of the EFM at no additional cost.
7. Provide all support services during Consultant's normal business hours telephonically, via e-mail, or via modem connection. Consultant shall install "help screens" within the EFM to assist City to utilize the EFM.

B. CEM

1. Provide use of CEM for four (4) Code Enforcement officers ("Full Edit User") and two managers/supervisors ("Read-Only User").
2. Provide City-specific customizations to accommodate City specific work flow of the application.
3. Host database and SSL-encrypted application on secure server.
4. Provide Web based embedded help windows.
5. Provide routine technical support training with respect to the use of CEM.
6. Provide one hour of free web-based training on the use of CEM, including implementation and project management.

7. Provide routine maintenance, trouble shooting, and repairs, as necessary to ensure City's access to CEM and City's Data. Perform these services during Consultant's normal business hours.
8. Except to the extent that upgrades and enhancements of CEM include new modules or features not previously offered as part of CEM as of the date hereof, City is entitled to maintenance upgrades of CEM within the cost of the Agreement.
9. Provide all support services during Consultant's normal business hours telephonically, via e-mail, or via modem connection. Consultant shall install "help screens" within CEM to assist City to utilize CEM.

C. CMA

1. Provide CMA, which allows people to report on potholes, graffiti, streetlight outages and other issues via smartphones, tablets, laptops, and other similar devices.
2. Ensure CMA is downloadable from the Apple's App Store, Google Play Store, and City website.
3. Ensure CMA allows people to upload photos, use their device's location services to automatically map the location of their request, track its status 24/7 via the internet, and correspond with the party while the case is in process.
4. Convert the request submitted through CMA into a case and ensure the case is routed through EFM.
5. Ensure CMA allows the location data to be logged and added via GPS to the case.
6. Configure CMA to integrate with other City used applications, including but not limited to, EFM and GEM.
7. Host Database and SSL encrypted application on secure server for CMA.
8. Provide support services during Consultant's normal business hours by telephone, e-mail, or modem connection.

9. Install "help screen" within EFM help pages for CMA use to assist City in utilizing the Technology.
10. Provide Web Based Embedded help windows in CMA.

D. GIS ENTERPRISE

GIS Enterprise is included in this Agreement.

1. Provide unlimited use of either GIS Enterprise Edition or GIS Lite.
2. Provide unlimited Customer Support.
3. Provide software enhancements and maintenance.
4. Provide full implementation support including project management, training and configurations.

III. ACKNOWLEDGMENTS

- A. City expressly acknowledges that City is solely responsible for any use of the Technology, and such use will be entirely at City's own risk. City agrees that the Technology shall not be used for or in connection with any illegal purpose, including intellectual property infringement, fraud, or defamation.
- B. Consultant acknowledges that it will "host" the Technology and agrees that it shall backup data, and protect and store City's Data.
- C. Consultant shall maintain access rights to City's Data and shall secure such data and Consultant warrants the Technology shall be able to be accessed by Microsoft Edge and above and Google Chrome browser. The Word merge functionality shall be supported on Microsoft Office 2019 and above. The Outlook Module shall be supported on Microsoft Windows 10 and above.

IV. GRANT OF LICENSE AND USE OF PRODUCT

Consultant grants to City a limited, revocable, non-exclusive, and non-transferable license to use the Technology. City may not take any of the following actions.

- A. Alter or modify, or create derivative works from the Technology or the accompanying documentation.

- B. Publish, rent, sell, loan, lease, distribute, redistribute, transmit, license, sublicense or otherwise transfer or assign the Technology or the accompanying documentation whether by operation of law or otherwise, with or without consideration, and through any means, including without limitation, the Internet or other electronic means.
- C. Translate, decipher, reverse assemble, reverse compile or reverse engineer the Technology, or otherwise attempt to discover any source code or underlying Propriety Information (as defined below).
- D. Publish or provide any results of any tests run, accounts or other information regarding the Technology to any third party without Consultant's prior written consent or permit any third party to perform such tests.
- E. Delete, remove or obscure any proprietary notices of Consultant on the Technology or accompanying documentation.
- F. Develop or support any computer software product, which is derived from or based on the Technology.

V. OWNERSHIP OF INTELLECTUAL PROPERTY

Title to, ownership of and intellectual property rights in the Technology, the accompanying documentation, Proprietary Information (as defined below), and all copies thereof shall be and at all times remain with Consultant or its designees, as applicable. All rights not expressly licensed herein are reserved to Consultant. City hereby acknowledges that this Agreement is a license agreement and not an agreement for sale.

VI. CITY'S DATA

In accordance with Section 3 of the Agreement, all data and databases, including but not limited to, any and all communications generated by the City, its officers, employees, elected and appointed officials and citizens, in connection with the use of Technology, and all notes, digital pictures, notices generated by the use of GEM (collectively "City's Data") are owned by City and shall remain the sole property of City. Upon termination of this Agreement, Consultant shall, at the request of City, return or destroy all of City's Data in the possession of Consultant promptly following such request. Consultant shall not use City's Data without the express written consent of City.

VII. NONDISCLOSURE

City acknowledges that, in the course of using the Technology pursuant to this Agreement, City may obtain confidential or proprietary information relating to the Technology, the accompanying documentation to the Technology or Consultant, including without limitation, all technical, know-how and specifications proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the products and services of the parties, as well as ideas, concepts, designs, computer programs and inventions and all record bearing media containing or disclosing such Proprietary Information which are disclosed pursuant to this Agreement, and any information and data which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party (collectively "Proprietary Information"). Proprietary Information shall belong solely to Consultant.

Proprietary Information shall not include information that is or becomes publicly known through required disclosure pursuant to federal, state and local laws, including but not limited to, the Public Records Act (California Government Code §§ 7920.000 et seq.) or disclosed through no wrongful act of City. City will not use or disclose Proprietary Information to third parties without the prior written consent of Consultant, and City will undertake reasonable measures to maintain the Proprietary Information in confidence. City agrees to report to Consultant any unauthorized use or disclosure of Proprietary Information of which City has actual knowledge.

In addition to the requirements of Section 26 of this Agreement, Consultant acknowledges that, in the course of supporting and maintaining the Technology for the City, Consultant may obtain information regarding the City and its users of the Technology ("City's Information"). City's Information and City's Data shall remain the City's exclusive property. Consultant shall not disclose or use any of City's Information or any of City's Data, which was generated as the result of the City's use of the Technology to any person or entity without the City's express prior written consent. Consultant shall protect and maintain the integrity and confidentiality of the City's Information and City's Data. Each party shall protect and safeguard the Proprietary Information, City's Information and City's Data using at least the same degree of care such party uses to protect its own Proprietary Information, City's Information, or City's Data.

Notwithstanding the foregoing, the receiving party may disclose information if:

- A. It is or becomes generally known to the public through no fault of, or breach of this Agreement by, the receiving party;
- B. It is rightfully in the receiving party's possession at the time of disclosure without an obligation of confidentiality;

- C. It is independently developed by the receiving Party without use of the disclosing party's Confidential Information;
- D. It is rightfully obtained by the receiving Party from a third party without restriction on use or disclosure;
- E. It is required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (California Government Code §§ 7920.000 et seq.)
- F. It is disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of City Council; or
- G. It is disclosed as part of the City's customary contract approval process.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on July 1, 2024 and shall continue until June 30, 2026, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

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

I. FEES

- A. Compensation for Services Rendered from July 1, 2024 through June 30, 2025. Consultant shall be paid the following amounts, inclusive of all local, state and federal sales taxes.

Item	Annual Amount
CMA	\$3,000.00
eFM	\$8,826.96
CEM	\$4,862.04
GIS Enterprise	\$2,700.00

- B. Compensation for Services Rendered On or After July 1, 2025. Consultant shall be paid the following amounts, inclusive of all local, state and federal sales taxes.

Products	One-Time Upgrade Fee	Annual Subscription (7/1 - 6/30)	Total Investment for Period 7/1/25 - 6/30/26
CRM 311 Upgrade	\$ 6,600	-	\$6,600
Code Enforcement Manager Upgrade	\$ 4,200	-	\$4,200
Citizen Mobile App Upgrade	\$ 3,500	-	\$3,500
Data Migration CRM	\$ 3,300	-	\$3,300
Date Migration CEM	\$ 2,100	-	\$2,100
Single Sign On	\$ 2,500	\$2,750	\$5,250
Customer Satisfaction Tracker	\$ 1,700	\$1,800	\$3,500
eFM		\$10,705	\$10,705
CEM		\$5,896	\$5,896
Citizen Mobile App		\$3,638	\$3,638
GIS Enterprise		\$3,274	\$3,274
Total	\$ 23,900	\$ 28,064	\$ 51,964

Notes:

Upgrade Services

- Professional Project Management
 - Goal Alignment, Two Data Migrations, Configurations
 - Training, Soft Launch Assistance, and Go Live Support

- C. ADDITIONAL EXPENSES. In connection with the delivery of any of the services described in the Agreement, Consultant may be reimbursed for actual out-of-pocket reasonable expenses incurred during the performance of

this Agreement. However, in no event shall Consultant receive reimbursement without City's prior written approval, which the City may grant in its sole discretion.

- D. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including compensation as described in Sections I.A and I.B of this Exhibit "C" and any reimbursable expenses, shall not exceed \$72,322.28.

- II. **EXPENSES.** In connection with the delivery of any of the services described in the Agreement, Consultant may be reimbursed for at cost for expenses directly arising from this scope of work, provided that:

- A. Consultant obtains the City's prior written authorization for any individual expense exceeding \$200, and
- B. Consultant provides written documentation evidencing the expenditure, such as receipts or invoices.

Examples of expenses that may be eligible for reimbursement, subject to the City's sole discretion, include:

Reimbursable Expenses	Cost
Travel	IRS mileage rate
Printing	At cost

- III. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including compensation as described in Section I.A of this Exhibit "C" and reimbursement of additional expenses, exceed \$72,322.28.
- IV. **METHOD OF PAYMENT.** Consultant shall provide annual invoices to City for approval and payment. Invoices shall be based on the fees described in Section I.A of this Exhibit "C" and expenses incurred, if any, in the year prior to the invoice submission. Expenses must comply with the requirements set forth in Section II of this Exhibit "C". Each invoice shall:
- A. Identify the billing period.
 - B. Describe the services performed
 - C. Indicate the percentage of task completed (if applicable); and
 - D. Include any reimbursable expenses with supporting receipts or invoices for reimbursable expenses exceeding \$200.

Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.

- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the invoice, provided, services are completed to City's full satisfaction.
- VI. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: Comcate Software, Inc.
144 Linden St.
Oakland, Ca 94607
Attention: Dave Richmond, president
Email: dave@comcate.com

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Mike Cook
Email: mike.cook@redondo.org

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

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR 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.

Cyber 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.

Cyber Liability Insurance: \$5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks.

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 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.

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.

EXHIBIT "E"

CYBERSECURITY PROVISIONS

A. DEFINITION OF "CITY CONFIDENTIAL INFORMATION"

For the purposes of this Agreement, "City Confidential Information" shall include, but not be limited to, all non-public information that is designated as confidential by the City, including but not limited to:

1. Personally Identifiable Information ("PII") as defined under applicable state and federal law;
2. Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA");
3. Payment Card Information as defined under the Payment Card Industry Data Security Standard ("PCI-DSS");
4. Law enforcement-sensitive information including but not limited to data collected or generated by the City Police Department;
5. Trade secrets and proprietary information, including but not limited to intellectual property, designs, processes, or strategies;
6. Financial data such as budgets, tax records, or other fiscal documents;
7. Any other information that, due to its nature or the circumstances of its disclosure, a reasonable person would understand to be confidential or proprietary.

City Confidential Information shall not include information that: a) is or becomes publicly available through no breach of this Agreement; b) is obtained from a third party lawfully in possession of such information and not under any duty to the City to maintain its confidentiality; c) is independently developed by the Contractor without reference to City Confidential Information.

B. COMPLIANCE WITH DATA PROTECTION LAWS

Contractor shall comply with all applicable federal, state, and local laws and regulations relating to data privacy and cybersecurity, including but not limited to the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), HIPAA, SB 1386, and the PCI-DSS where credit cards are involved, and any other applicable privacy or security laws.

C. DATA SECURITY MEASURES

Contractor shall implement and maintain appropriate technical and organizational security measures to protect any City Confidential Information from unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, these measures shall include:

1. Encryption. All City Confidential Information, including City Confidential Information, must be encrypted in transit and at rest using industry-standard encryption protocols, such as TLS 1.3, AES-256, or better.
2. Access Controls. Contractor shall implement strict access control measures, including multi-factor authentication ("MFA"), role-based access controls ("RBAC"), and the principle of least privilege, ensuring that only authorized personnel have access to City Confidential Information.
3. Secure Data Storage. Contractor shall ensure that City Confidential Information is stored in secure data centers that comply with industry-recognized security standards, such as SOC 2, ISO 27001, or equivalent.
4. Network Security. Contractor shall maintain up-to-date firewalls, intrusion detection and prevention systems ("IDPS"), anti-virus software, and other security tools to safeguard City Confidential Information from external and internal cyber threats.
5. Personnel Security. Contractor shall implement personnel security measures, including conducting background checks for employees with access to City Confidential Information. In addition, the Contractor shall ensure all employees handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover topics such as data privacy laws, phishing prevention, secure data handling, and incident reporting procedures.

D. INCIDENT RESPONSE AND DATA BREACH NOTIFICATION

Contractor shall maintain a comprehensive incident response plan to address potential cybersecurity incidents, including but not limited to data breaches, malware infections, and unauthorized access to City data. In the event of any security breach or unauthorized access involving City data, Contractor agrees to:

1. Immediate Notification. Notify the City in writing within 24 hours of discovering any actual or suspected security incident involving City data.
2. Investigation and Remediation. Investigate the breach, take all necessary steps to contain and mitigate its impact, and provide a full written report to the City detailing the breach's nature, the data involved, and the corrective actions taken.

3. Cooperation. Fully cooperate with the City and any regulatory authorities in any investigation or legal actions relating to the breach, including providing access to any relevant security logs, audit trails, or other information.

E. DATA BACKUP AND DISASTER RECOVERY

Contractor shall implement a robust data backup and disaster recovery plan. Contractor shall ensure that all City Confidential Information is backed up regularly to secure offsite locations with sufficient geographic redundancy. Contractor shall ensure that in the event of a disaster or significant system failure, all City Confidential Information can be restored to its original state within a reasonable timeframe agreed upon with the City.

F. DATA RETENTION AND SECURE DISPOSAL

Contractor shall retain City Confidential Information for the duration of this Agreement. However, upon termination or expiration of the Agreement, or upon the City's request, Contractor shall:

1. Return or Destroy Data. Promptly return all City Confidential Information in a format specified by the City or securely destroy the data and provide a written certification of destruction within thirty (30) days of the City's request.
2. Secure Disposal. Ensure that any media, devices, or documents containing City Confidential Information are disposed of in a manner that ensures the data is rendered irrecoverable, using methods such as secure shredding or certified electronic data destruction. For Police Department data, Contractor shall utilize Department of Defense ("DOD") certified destruction processes to ensure the complete and secure disposal of all confidential law enforcement-related information.

G. SUBCONTRACTORS AND THIRD-PARTY PROVIDERS

If Contractor uses any subcontractors or third-party providers to assist in the performance of services under this Agreement, Contractor shall ensure that such subcontractors or providers comply with the same cybersecurity requirements outlined in this Agreement. This includes, but is not limited to:

1. Compliance with Cybersecurity Measures. Subcontractor and third-party providers must implement and maintain the same security measures as set forth in Section C of this Exhibit "E", including without limitation, encryption, access controls, secure data storage, and network security.
2. Personnel Security Training. Contractor shall ensure that all subcontractors, third-party providers, and any other personnel involved in handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover the topics outlined in Section C of this Exhibit "E".

Contractor shall be fully responsible for any acts, omissions, or security breaches caused by its subcontractors or third-party providers, including but not limited to, their failure to comply with the cybersecurity requirements or training obligations set forth in this Exhibit "E".

H. NOTIFICATION OF CHANGES IN SECURITY CERTIFICATIONS

Contractor shall immediately notify the City of any changes, lapses, or expirations in cybersecurity certifications (e.g., FEDRAMP, SOC 2 Type 2, etc.) that were in effect at the time of the Agreement execution.

I. INDEMNIFICATION FOR CYBERSECURITY BREACH

For the avoidance of doubt, and without limiting the scope of the indemnification obligations under Section 14 of this Agreement, Contractor acknowledges that its indemnification obligations include any and all claims, damages, losses, liabilities, fines, penalties, or expenses, including reasonable attorneys' fees, arising out of or related to any cybersecurity incident or data breach involving City Confidential Information, to the extent such incident or breach is caused by the Contractor's or its subcontractors' negligence, intentional misconduct, or failure to comply with the cybersecurity requirements set forth herein.