



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

CONTRACT FOR PROFESSIONAL SERVICES TO PROCURE, CONFIGURE, AND INSTALL AUTOMATED LICENSE PLATE READER HARDWARE & SOFTWARE ON CITY OWNED VEHICLES

BETWEEN THE CITY OF HERMOSA BEACH AND EYEP SOLUTIONS, INC.

This AGREEMENT is entered into this [10] day of June, 2025, by and between the CITY OF HERMOSA BEACH, a California general law city and municipal corporation ("CITY") and EyeP, Solutions, Inc. , a California company ("CONSULTANT").

RECITALS

WHEREAS, Hermosa Beach Municipal Code Section 3.12.140(E) authorizes the City Council to award contracts utilizing an exception for competitive procurement for purchases made through a cooperative purchasing program utilizing purchasing agreements maintained by the state, county, or other public agencies; and

WHEREAS, the State of California, through the California Department of General Services (DGS), maintains California Multiple Award Schedules (CMAS) for cooperative procurement of a wide variety of information technology goods and services; and

WHEREAS, Public Contract Code Sections 10290 et. seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology goods and services; and

WHEREAS, Public Contract Code Sections 10298 and 10299 authorize local governments to use CMAS and other DGS agreements without competitive bidding, as the Federal General Services Administration (GSA) has previously bid and awarded the goods and services in an approved CMAS; and

WHEREAS, EyeP Solutions, Inc., under CMAS number 3-22-10-1006, which is valid through May 21, 2028, is a local vendor authorized by the California DGS to provide for the purchase, warranty, installation and repair of information technology systems produced by Genetec, Inc. for automatic license plate recognition (ALPR); and

WHEREAS, Genetec, Inc. successfully completed a competitive bid process and was awarded GSA Multiple Award Schedule Contract 47QSWA18D0050 on May 22, 2018, which is valid through May 23, 2028, for ALPR technology, and EyeP Solutions Inc. is listed as an authorized vendor in the GSA award schedule; and

WHEREAS, the CMAS includes full pricing for the Goods and Services; and

WHEREAS, the CMAS allows for all California local governments to purchase Good and Services at prices indicated in the CMAS and enter into supplemental contracts to further define the goods and services to be provided and the level of service requirements that are specifically being provided; and



WHEREAS, the City does not have the goods, services, or personnel available to perform automatic license plate recognition (ALPR) for the public's safety and welfare, and desires to contract with a qualified company to install the necessary goods, perform necessary services, and maintain the operations of an ALPR system; and

WHEREAS, the Consultant warrants to the City that it has the qualifications, experience, goods, and necessary service capabilities to perform ALPR services under this Agreement; and

WHEREAS, the City desires to contract with the Consultant to provide the goods and perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

AGREEMENT

1 INCORPORATION OF MASTER CONTRACT DOCUMENTS. This Agreement fully incorporates by this reference, as if fully set forth herein, the following documents (collectively, "Master Contract Document(s)").

1.1 General Services Administration Multiple Award Schedule Contract Number 47QSWA18D0050, including without limitation, all provisions, documents, addenda, and awarded proposal(s) incorporated therein by reference or operation of law, attached hereto through the following internet link:
<https://www.gsaelibrary.gsa.gov/ElibMain/home.do/contractorInfo.do?contractNumber=47QSWA18D0050&contractorName=GENETEC+INC&executeQuery=YES>

1.2 California Department of General Services Multiple Award Schedule Number 3-22-10-1006, including, including without limitation, all provisions, documents, addenda, and awarded proposal(s) incorporated therein by reference or operation of law, attached hereto through the following internet link:
https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNRCT_ID=3-22-10-1006

2 EXTENSION OF TERMS OF MASTER CONTRACT. Contractor hereby extends to the City identical terms and conditions as those granted under Master Contract as explained, modified, and supplemented in this Agreement, which shall be supplemented and modified as set forth in this Agreement.

3 ORDER OF PREFERENCE. To the extent any provision of this Agreement is inconsistent with the Master Contract, this Agreement shall control over all other contradictory or conflicting provisions, especially, to the extent applicable, with respect to the delivery, payment, indemnity, insurance, liability limitations, dispute resolution, venue, or jurisdiction provisions in this Agreement. Unless otherwise provided, the order of precedence in interpreting the Agreement and Master Contract Document(s) is as follows: (i) the terms of this Agreement; (ii) the terms and conditions of the Master Contract (except for delivery, payment, indemnity, insurance, liability limitations, dispute resolution, venue, or jurisdiction provisions); (iii) Contractor Response; and (iv) any Invoice(s) (as defined below) executed by the Parties for the purchase of Goods, Supplies and Services.

4 COMPLIANCE WITH LAWS. Contractor shall at all times comply with all law applicable to providing the Goods, Supplies and Services, and performing its obligations to the City



under this Contract, including, without limitation, laws of the State of California and federal law. The Parties further agree and acknowledge that the City is not subject to the Federal Arbitration Act and federal arbitration law, unless otherwise specified in this Agreement. Any arbitration provisions in the Master Contract(s) shall not apply, unless otherwise required by law applicable to this Agreement.

5 SUPPLEMENTAL PROVISIONS. The following provisions are intended to supplement provisions governing the same subject matter in the Master Contract(s) and supersede the provisions related to the same subject matter in the Master Contract(s) Documents.

5.1 Term. The term of this Agreement shall begin on the Effective Date and continue until May 21st, 2028. This Agreement may be extended by mutual written agreement of the Parties on an annual basis to the extent permissible under applicable law and to the extent that the Master Contract(s) are renewed. The Parties acknowledge and agree that as of the Effective Date, the Master Contract expires on May 21st, 2028.

5.2 Time of Performance. The services of the Consultant are to commence upon receipt of a notice to proceed from the City and shall continue until all authorized work is completed to the City's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the City.

5.3 Termination.

5.3.1 Termination for Default. Should Consultant fail within seven (7) calendar days from receipt of City's written notice to correct any default, including but not limited to failure to perform the Services or deliver the Product or Supplies in accordance with the Agreement, failure to comply with the directions of City, or failure to pay its creditors, City may terminate this Agreement. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct Consultant's deficiencies and charge those costs to Consultant, who shall be liable to the City for all such costs, including reasonable overhead, profit and attorney's fees.

5.3.2 Termination for Convenience. The City may, at any time, terminate this Contract at City's convenience upon five (5) days written notice to Consultant. In the event of termination for convenience, Consultant shall recover only the actual cost of work completed up to the date of termination, provided that those costs are documented to City's satisfaction. Consultant shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

5.3.3 Wrongful Termination for Default. If City terminates Consultant for cause and it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event Consultant shall be entitled to receive only the amounts payable under this section, and Consultant specifically waives any claim for any other amounts or damages, including but not limited to, any claim for consequential damages or lost profits.



5.3.4 Delivery of Work Product Upon Termination. In the event of termination, the Consultant shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by Consultant shall, at City's option, become City's property, and Consultant will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

5.3.5 City's Right to Procure Similar Services. Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.

5.4 **Services.** The Services that Consultant shall perform are those included in the Master Contract(s) and Invoice (as defined below), to the extent applicable, and those further described in **Exhibit A**.

5.5 **Price and Payment.** Consultant shall issue an invoice to the City by not later than the 10th day of each month, for the purchase of Products, Supplies and Services ("Invoice(s)"). Prices for the Products, Supplies and Services shall be as set forth in any Invoice authorized by the City, or as otherwise agreed to by the Parties in writing. City agrees to pay Consultant for the Products, Supplies and Services received pursuant to this Agreement at the price indicated in an approved Invoice, and which shall not exceed unit prices indicated in the Master Contract(s), and as more specifically described in an approved Invoice. City will pay Consultant all undisputed amounts within thirty (30) days after Consultant submits to the City, and City approves, an Invoice. Consultant hereby acknowledges and certifies that that the prices indicated herein and in any Invoice are prices indicated and/or authorized pursuant to the Master Contract(s) and shall not exceed the prices indicated in the Master Contract(s).

City agrees to pay Consultant a total not to exceed amount of Two Hundred and Ten Thousand Dollars (\$210,000.00) for all Products, Supplies and Services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

5.6 **Licensing & Permits.** Consultant its employees and agents, and Consultant's subcontractors and the subcontractors' employees and agents, shall, at their sole cost and expense, obtain all licenses and permits required by applicable law to deliver the Products and Supplies, and to perform the Services, and shall maintain in force during the term of this Agreement all such licenses and permits.

5.7 **Delivery/Freight.** Consultant shall deliver the Products and Supplies as indicated in an approved Invoice. Unless otherwise indicated in an approved Invoice, the following conditions shall apply to all Invoices issued under this Agreement:

5.7.1 The Products and Supplies shall be delivered by Consultant at Consultant's sole expense. Packing slips must accompany all shipments. Consultant shall strictly adhere to the Schedule (as defined below) for the delivery of Products and Supplies specified in this Agreement.



- 5.7.2 Time, if stated as a number of days, shall mean calendar days unless otherwise specified.
- 5.7.3 The quantities specified in the Invoice are the only quantities required, unless otherwise agreed to by the Parties in writing. If Consultant delivers in excess of the quantities specified in the Invoice, the City shall not be required to make any payment for the excess equipment, materials, or supplies, and may return them to Consultant at Consultant's expense or utilize any other rights available to the City at law or in equity.
- 5.7.4 The risk of loss or damage to the Products and Supplies shall not pass to the City until the City receives physical possession of the Products and Supplies.
- 5.7.5 All line items shall be delivered to the City, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by the City. NOTE: This does not mean that the City will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
- 5.7.6 All prices in the Invoice are quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated City site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials, to the extent unpacking occurs, must be removed from the site by Consultant or its agents.
- 5.8 **Insurance.** The Parties hereby acknowledge and agree that Consultant shall have and maintain insurance in force during the term of this Agreement with minimum limits identified in the Master Contract(s). Consultant shall provide to the CITY certificate(s) of insurance and endorsements satisfactory to the City. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the City prior to modification. Except for worker's compensation insurance, the City shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the City shall only be secondary and supplemental. Consultant shall provide the City certificate(s) of insurance and endorsements at the time Consultant executes this Agreement.
- 5.9 **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees, and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.



The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5.17, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

5.10 **Liability of City.**

5.10.1 Other than as provided in this Agreement, City's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement.

5.10.2 City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by its employees, subcontractors, and subcontractors' employees, even though the equipment may be furnished or loaned to Consultant by City.

5.11 **Right to Audit.** City retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor' premises to review and audit, Consultant's compliance with the provisions of this Agreement ("City's Audit Right"). The City's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of Consultant's premises, of any and all Agreement-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. The City's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

5.11.1 Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

5.11.2 Consultant shall, without limitation, permit the City, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Agreement. Audit(s) may be performed at any time, provided that the City shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

5.11.3 Consultant shall include audit provisions in any and all of its subcontracts and shall ensure that provision is binding upon all subcontractors.

5.11.4 Consultant shall comply with these provisions within fifteen (15) days of the City's written request to review and audit any or all of Consultant's Agreement-



related documents, records and information. The City's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the City.

5.11.5 In the event the City's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay City the amount of said payments not in compliance in addition to all costs reasonably incurred by City in conducting an audit hereunder.

5.12 **Scope of Services.** Consultant will perform the services and activities set forth in the scope of service attached hereto as **Exhibit A** and incorporated herein by this reference.

5.12.1 Except as herein otherwise expressly specified to be furnished by City, Consultant will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of Consultant by this Agreement.

5.12.2 Familiarity with Work. By executing this Agreement, Consultant represents that Consultant has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

5.12.3 Key Personnel. Consultant's key person assigned to perform work under this Agreement is Lauren Santillano. Consultant shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

5.12.4 Changes. City may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined in accordance with written agreement between the parties.

5.13 **Taxpayer Identification Number.** Consultant will provide City with a Taxpayer Identification Number.

5.14 **Assignability.** This Agreement is for Consultant's professional services. Consultant's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

5.15 **Independent Contractor.** City and Consultant agree that Consultant will act as an independent contractor and will have control of all work and the manner in which it is performed. Consultant will be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement



that may appear to give City the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant will follow the direction of the City as to end results of the work only.

5.16 Corrective Measures. Consultant will promptly implement any corrective measures required by City regarding the requirements and obligations of this Agreement. Consultant will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of Consultant to implement required corrective measures shall result in immediate termination of this Agreement.

5.17 Insurance Requirements. The Consultant, at the Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

5.17.1 Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by the Consultant for City.

5.17.2 General Liability Coverage. The Consultant shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

5.17.3 Automobile Liability Coverage. The Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

5.17.4 Professional Liability Coverage. The Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of



Consultant, or its officers, employees or agents during the time this Agreement was in effect.

5.17.5 Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. Consultant also agrees to require all contractors, and subcontractors to do likewise.

“The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultants, including materials, parts, or equipment furnished in connection with such work or operations.”

5.17.6 This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with this policy.

5.17.7 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

5.17.8 The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents.

5.17.9 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

5.17.10 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

5.17.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

5.17.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

5.17.13 The Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of



insurance shall be kept on file with the City at all times during the term of this Agreement.

5.17.14 Failure on the part of the Consultant to procure or maintain required insurance shall constitute a material breach of contract under which the City may terminate this Agreement pursuant to Section 5.3 above.

5.17.15 The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

5.18 **Use of Other Consultants.** Consultant must obtain City's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

5.19 **Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished, or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

5.20 **Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

5.21 **Non-Appropriation of Funds.** Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget



and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, the Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

5.22 **Notices.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Administrative Services Director	EyeP Solutions, Inc. 3450 Palmer Drive Suite 4-191 Cameron Park, CA 95682 ATTN: Heather Young, Director of Operations

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

5.23 **Solicitation.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than Consultant's bona fide employee, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than Consultant's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should Consultant breach or violate this warranty, City may rescind this Agreement without liability.

5.24 **Third Party Beneficiaries.** This Agreement and every provision herein is generally for the exclusive benefit of Consultant and City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Consultant's or City's obligations under this Agreement.

5.25 **Interpretation.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

5.26 **Entire Agreement.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.



- 5.27 **Rules of Construction.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- 5.28 **Authority/Modification.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. City's city manager, or designee, may execute any such amendment on behalf of City.
- 5.29 **Acceptance of Facsimile or Electronic Signatures.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 5.30 **Force Majeure.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 5.31 **Time is of Essence.** Time is of the essence to comply with dates and schedules to be provided.
- 5.32 **Attorney's Fees.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 5.33 **Statement of Experience.** By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Consultant represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
- 5.34 **Ownership of Documents.** It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.



5.35 **Disclosure Required.** (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____



IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

Interim City Manager Steve Napolitano

Heather Young, Director of Operations

ATTEST:

83-3117907

Myra Maravilla, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Todd Leishman, Interim City Attorney



Exhibit A – Scope of Services

Procurement

- CONSULTANT has established a cooperative purchasing agreement framework through the State of California's Cal eProcure program under Contract 3-22-10-1006 utilizing the Federal General Services Administration Contract 47QSWA18D0050 for Genetec, Inc. ("Genetec") goods and services.
- CONSULTANT will be responsible for procuring all necessary hardware, software, subscriptions, and licenses necessary to operate the Genetec ALPR Platform ("ALPR Platform").

Timeline

- The CONSULTANT will work with the CITY to finalize a timeline once the Agreement has been executed. However, a tentative timeline for complete procurement, installation, configuration, training, acceptance testing, etc. is estimated to take three to four months from the time the Agreement is executed.

Installation & Configuration

- Installation
 - CONSULTANT will be responsible for installing all equipment on CITY owned vehicles, including but not limited to:
 - AutoVu Sharp Z3 Cameras
 - AutoVu Sharp Z3 Processing Units
 - Advanced Navigation Modules
 - CradlePoint Routers
 - Mounts, cables, etc.
 - CONSULTANT will work with CITY to determine the best locations for equipment including camera placement and lens configurations to ensure the optimum placement of vehicle infrastructure for maximum efficiency and plate reading capabilities.
 - CITY will finalize list of three vehicles for installation of equipment prior to CONSULTANT arriving onsite. The tentative list includes:
 - 2021 – Toyota Rav4
 - 2019 – Toyota Tacoma
 - 2018 – Jeep Wrangler
 - CONSULTANT shall use industry best practices to ensure vehicle equipment is installed in a safe and durable manner to limit issues later on with vehicle maintenance including water damage, electrical issues, etc.
 - CONSULTANT shall ensure that any electrical systems installed do not unnecessarily drain the vehicle battery when the vehicle is shut down and design the electrical system to prevent surges and uncontrolled equipment shutdowns. The intent is to protect vehicle electrical systems and the Genetec equipment from being shut down in a manner that causes damage.
- Configuration
 - CONSULTANT will work with CITY to review available configuration settings and then configure all aspects of the ALPR Platform to the CITY'S requirements, including but not limited to the modules below:
 - AutoVu Camera Configuration
 - AutoVu System Architecture
 - Directory



- Archiver
- ALPR Manager
- Patroller
- Security Desk
- PlateLink
- Etc.
- CONSULTANT will work with CITY to setup role based users and groups. If possible, using credential management through Microsoft Single Sign-On (SSO) or similar authentication service.

Integration with 3rd Party Systems and Infrastructure

- Getac F110G7 Mobile Digital Computer (MDC)
 - CONSULTANT will work with CITY to install and integrate required software on CITY'S Getac MDCs previously installed within the vehicles.
 - CONSULTANT will work with CITY to determine credentials required for installing and configuring ALPR Platform software on the Getac MDCs.
- Hotlists
 - CONSULTANT will work with CITY to configure the ALPR Platform to accept hotlists from the various sources, including but not limited to:
 - National Crime Information Center (NCIC)
 - Los Angeles Sheriff's Department Justice Data Interface Controller System (JDIC)
 - Flock LPR Hotlists
 - Motorola (Vigilant) LPR Hotlists
 - Axon LPR Hotlists
 - CONSULTANT will work with CITY to determine credentials required for each hotlist integration including usernames, passwords, API keys, etc.
- Permits
 - CONSULTANT will work with CITY to integrate the ALPR Platform to accept permitting data from the CITY'S Parking Management System with Turbo Data Systems, Inc. ("Turbo Data"). This data will include but is not limited to:
 - Permit Description
 - Permit Number
 - Zone Information
 - Issuance and Expiration Dates
 - Permit Type
 - Permittee Name
 - Permittee Address
 - License Plate Number
 - CONSULTANT will work with CITY to determine credentials required for integration including usernames, passwords, API keys, etc.
- Citations
 - CONSULTANT will work with CITY to integrate the ALPR Platform with the CITY'S Citation Issuance System with Turbo Data in order to issue tickets for overtime violations, permit violations, etc. This data will include but is not limited to:
 - Date & Time of Violation
 - License Plate Number
 - Violation Code
 - Violation Description
 - Location



- Latitude and Longitude
 - Street Address
 - Block and Street Name
- Issuing Officer
 - Badge Number
 - Citation Number
 - Make
 - Body
 - Color
 - Fine Amount
- Payment Vendors
 - Metered Payment Provider – IPS Group, Inc. (“IPS”)
 - CONSULTANT will work with CITY to integrate IPS payment data into the ALPR Platform to determine valid paid parking sessions.
 - Mobile Payment Provider – ParkMobile, LLC (“ParkMobile”)
 - CONSULTANT will work with CITY to integrate ParkMobile payment data into the ALPR Platform to determine valid paid parking sessions.
 - CONSULTANT will work with CITY to determine credentials required for integration including usernames, passwords, API keys, etc.
- AutoVu Data Exporter
 - CONSULTANT will work with CITY to configure the Data Exporter module to export data via an XML or similar format to a 3rd Party Secure File Transfer Protocol (SFTP) site. The transferred data will include but is not limited to:
 - License plate number
 - Time & Date
 - Location
 - Hotlist source
 - Make, model, and color of vehicle
 - The City’s Real-Time Crime Center software is provided by Peregrine Technologies, Inc. (“Peregrine”) and will be the primary endpoint for the XML feed. CITY will work with Peregrine to setup an SFTP site in order to push the XML feed to.
- All 3rd party integrations are included as part of the ALPR Platform licensing costs with the exception of the AutoVu Data Exporter license which is an annual fee.

Configure Retention Period

- CITY will use the default retention period for the ALPR Platform of 3-month retention for reads, 1-year retention for hits.

Staff Training

- CONSULTANT will provide training on ALPR Platform, including but not limited to:
 - Updating role-based users
 - Resetting role-based user passwords
 - Creating/updating hotlists
 - Creating/updating permit zones
 - Creating/updating overtime zones
 - Offloading hits upon completion of workday
- CONSULTANT will provide CITY with Genetec training documentation including user guides, online knowledge base credentials, etc. at no additional cost.



Acceptance Testing

- Prior to issuing payment for goods, services, subscriptions, licenses, and travel costs related to the ALPR Platform, the CONSULTANT shall provide and demonstrate all substantial components of the ALPR Platform are working flawlessly and without errors or issues through an Acceptance Testing Period. Once the CITY has verified the ALPR Platform is devoid of all substantial errors or issues, the Acceptance Testing Period will be deemed complete, and payment will be released by CITY to CONSULTANT.

Budget

- Total compensation for this agreement shall not exceed an amount of \$210,000.



Prepared for

City of Hermosa Beach, CA

**City of Hermosa Beach, CA - 3 LPR
with Advanced Nav
(47QSWA18D0050)**

Quote #009130-R8

Prepared by

Lauren Santillano

Lauren.Santillano@eyep-solutions.com

EyeP Solutions

3450 Palmer Drive Suite 4-191

Cameron Park, CA 95682

May 28, 2025



Quote No. 009130-R8
May 28, 2025

Lauren Santillano
Regional Sales Manager
Lauren.Santillano@eyep-solutions.com
Direct: (916) 604-4350
This Quotation Was Prepared Exclusively For Buyer:

Terms: Net 30

Ship to:

City of Hermosa Beach, CA
Attn:
California

City of Hermosa Beach, CA
Attn:
California

RECURRING

ITEM	DESCRIPTION	QTY	YOUR PRICE	TOTAL
SCS-AV-MS-1PATROLLER-GOVT	Subscription for AutoVu Managed Service 1 Patroller Connection (GSA: \$442.88)	3	430.43	\$1,291.29
SCS-AV-MS2.0-GOVT	Subscription for AutoVu Managed Service Government Compliant 2.0. (GSA: \$ 5,216.83) retention (with images) and 1 year read retention (without images). See product description for limitations. Max five (5) concurrent Security Desk connections. Includes: AutoVu base, Security Center mapping, List Updater and Pay-by-Plate Single. Includes Genetec Advantage	1	5,116.30	\$5,116.30
PS-ESU-SUPPORT	EyeP Solutions Inc - Annual Support Contract See Exhibit C Includes: AU-PLATELINK-1CAR-1Y - PlateLink license to connect data between cars SCS-AV-MSPBPUPG-MULTI - PaybyPlate integration between enforcement and permit vendors	1	4,922.34	\$4,922.34
GSC-AV-MS-PI-3RDPRTYEXPR T-1X-Y	AutoVu™ Third-Party Data Exporter (GSA: \$ 997.48)	1	978.26	\$ 978.26

ONE-TIME

ITEM	DESCRIPTION	QTY	YOUR PRICE	TOTAL
AU-K-C2Z3-850	AutoVu™ SharpZ3 850nm CITY KIT (GSA: \$ 19,899.75)	3	19,019.00	\$57,057.00T

EyeP Solutions • 3450 Palmer Drive Suite 4-191 • Cameron Park, CA 95682 • eyep-solutions.com



Quote No. 009130-R8
May 28, 2025

ITEM	DESCRIPTION	QTY	YOUR PRICE	TOTAL
	mounts, wiring, USB GPS and Genetec Patroller™ license. 2 Cameras and camera mounts included			
AU-M-OFFLINEMAP-NA	Mapping License including data for North America (GSA: \$ 448.36)	3	433.33	\$1,299.99
MISC	Misc hardware External CradlePoint: 3-yr NetCloud Mobile Performance 5G, Router Essentials Plan and R2105 router with WiFi (5G modem 4FF SIM not included) integrated antennas no AC power supply Global, Cradlepoint Advanced nav bundle: AU-H-Z3-NAVANT, AU-K-ODOSENSOR, AU-H-Z3-NAVCONNECTOR	3	4,093.27	\$12,279.81T
MOBILIZATION	Mobilization Travel costs for on-site installation and training	1	5,881.01	\$5,881.01
PS-ESU-1	Installation and Configuration See SOW for specific details: - Project management - Remote configuration - On-site installation - On-site training - Added PS-AV-AMS100-NA as it's the configuration of the system itself in Azure Mobilization different line item	1	24,057.53	\$24,057.53
AU-K-CXX-EWRR-4Y	Extended Warranty for AU-K-CXX kit (GSA: \$7,556.59) Extended Warranty for AU-K-CXX kit with Return and Repair coverage - 4 Years additional coverage. (warranty cannot extend past 5th year after purchase). This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC.	3	7,303.29	\$21,909.87



Quote No. 009130-R8
May 28, 2025

Subtotal: \$134,793.40

This Quotation is in effect for 30 day(s).
Delivery Date: TBD from Buyer's placement of order.

Freight 1,000.00

Sales Tax Paid, (9.50%): 6,587.00
Total: \$142,380.40

Comments:

Genetec GSA to be utilized - 47QSWA18D0050
CA SB#1751196
Nevada Electrical License #0088482
CSLB#684520

Confidentiality of Quote:

Neither party shall disclose the terms and conditions of this Quote or the pricing contained therein to any third party except as required by applicable law, rule, or regulation. Provided, however, that either party may disclose such terms, conditions or pricing to legal, accounting and professional advisors bound by formal ethical or fiduciary duties requiring such advisors to treat, hold and maintain such information in accordance with the terms and conditions of this Agreement.

Prices and Payment

"Terms and Conditions of sale which appear on purchaser's document (including purchase orders) and which are inconsistent with these terms shall be voided. EyeP Solutions may ship partial orders. Orders canceled after shipment are subject to a 20% restocking fee. All products and services provided after order receipt shall be invoiced for payment in full including but not limited to; design and planning, layouts, 3rd party meeting and coordination, equipment extraction, etc. Delays in delivery at the customer request may result in storage fees. Prices are good for 30 days. Payment terms are subject to EyeP Solutions credit approval."

Signature: _____

Date: _____