

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF HERMOSA BEACH
AND
FLOWBIRD AMERICA, INC.**

This professional services agreement (“Agreement”) is made and entered into as of November 17, 2025 (“Effective Date”), by and between the City of Hermosa Beach (a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1315 Valley Drive, Hermosa Beach, California 90254) (“City”) and Flowbird America, Inc. (a Delaware corporation with its principal place of business at 40 Twosome Drive Suite 7 Moorestown, NJ 08057) (“Consultant”). City and Consultant are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties”.

RECITALS

A. City is a public agency of the State of California and is in need of Consultant’s parking meter infrastructure and payment services (“Services”). City is a member of Omnia Partners, a group purchasing organization for governments and municipal corporations. Pursuant to Hermosa Beach Municipal Code section 3.12.140(E), the City is authorized to purchase goods and services through a cooperative purchasing program utilizing purchase agreements maintained by the state, county, or other public agencies; and

B. Consultant is duly licensed and has the necessary qualifications to provide such Services. Additionally, Consultant has entered into a cooperative purchasing agreement with Omnia Partners for the provision of the same services needed under this Agreement; and

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the Services described herein, incorporating the terms and pricing defined in the cooperative purchasing agreement Omnia Partners Contract Number 158971 with Flowbird (Cale America & Parkeon) as further defined in Exhibit A.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct, and are hereby incorporated herein by this reference.

2. Services. Consultant shall provide the City with the Services as set forth in in Exhibit A, attached hereto and incorporated herein by reference. In the event of any inconsistency between the terms of Exhibits A and this Agreement, the terms of this Agreement shall govern.

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement

and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation

a. Subject to paragraph 4b below, the City shall pay for the services listed in Exhibit A.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Four hundred thousand dollars (\$400,000). This amount is to cover all related costs for the duration of the term, and the City will not pay any additional fees for printing expenses. Consultant may submit invoices to City for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. The invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

5. Additional Work. If changes in the work seem merited by the Parties and informal consultations with the other Party indicate that a change is warranted, it shall be processed by the Consultant forwarding a letter to the City outlining the changes with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

6. Initial Term. This Agreement shall commence on the Effective Date and continue until January 1, 2031.

a. Option to Extend. City shall have the option to extend the Initial Term of the Agreement in additional one (1) year increments, to not exceed five (5) additional years. City shall notify the Consultant of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such incremental term.

7. Maintenance of Records; Audits

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

9. Delays in Performance

a. Neither Party shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics, or quarantine restrictions. "Orders of governmental authorities" includes ordinances; emergency proclamations and orders; and rules to protect the public health, welfare, and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall (within a reasonable time of being prevented from performing) give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

10. Compliance with Law

a. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, state, and local government (including California Division of Occupational Safety and Health Administration requirements).

b. Consultant shall assist the City as requested in obtaining and maintaining all permits required of Consultant by Federal, state, and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and / or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles; and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the

requirements of the Scope of Services.

12. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City; and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City (which may be withheld for any reason). Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

14. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel (including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance).

15. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured. The City (its officials, officers, employees, agents, and volunteers) shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain (during the performance of all work under this Agreement, in amounts not less than specified herein) Commercial General ("CG") Liability Insurance in a form and with insurance companies acceptable to the City.

(ii) Coverage for CG Liability insurance shall be at least as broad as Insurance Services Office ("ISO") CG Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse, and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City (its elected and appointed officials, officers, employees, agents, and City-designated volunteers) additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City; and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage (including coverage for owned, non-owned, and hired vehicles in a form and with insurance companies acceptable to the City).

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City (its elected and appointed officials, officers, employees, agents, and City-designated volunteers) additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles; provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code; and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement (at all times during the performance of the work under this Agreement), the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement (all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein). Consultant shall require all subconsultants to obtain and maintain (for the period required by this Agreement) workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions). At all times during the performance of the work under this Agreement, the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber). At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches; (2) system breaches; (3) denial or loss of service; and (4) the introduction, implantation, or spread of malicious software code in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

(i) The following insurance limits are required:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate (errors and omissions)

Cyber Liability \$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement; or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the Parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds (where appropriate) the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement; except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance, or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three (3) years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period (a) if the retroactive date is advanced past the effective date of this Agreement; (b) if the policy is cancelled or not renewed; or (c) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages (except for the professional liability coverage) shall contain or be endorsed to provide waiver of subrogation in favor of the

City (its officials, officers, employees, agents, and volunteers) or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City; and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers. All policies required shall be issued by acceptable insurance companies (as determined by the City) which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any Federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant; and any approval of said insurance by the City is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement (including but not limited to the provisions concerning indemnification).

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) The City (City Council, any member of the City Council, officials, officers, employees, agents, or volunteers) shall not be personally responsible for any liability arising under or by virtue of this Agreement.

l. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20

38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

16. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify, and hold the City (its elected and appointed officials, officers, employees, agents, and authorized volunteers) free and harmless from any and all claims (demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind in law or equity to property or persons including wrongful death (“Claims”)) in any manner arising out of, pertaining to, or incident to any alleged acts (errors, omissions, or willful misconduct) of Consultant (its officials, officers, employees, subcontractors, consultants, or agents) in connection with the performance of the Consultant’s services, the Project, or this Agreement (including without limitation the payment of all damages, expert witness fees, attorneys’ fees, and other related costs and expenses). This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City (the City Council, members of the City Council, its employees, or authorized volunteers). Consultant’s indemnification obligation shall survive the expiration or earlier termination of this Agreement.

17. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.* (as well as California Code of Regulations, Title 8, Section 16000, *et seq.*) (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws if applicable. Consultant shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claims (liabilities, costs, penalties, or interest) arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

18. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and Federal law respecting the employment of undocumented aliens (including but not limited to the Immigration Reform and Control Act of 1986 as may be amended from time to time), and shall require all subconsultants and sub-subconsultants to comply with the same.

19. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or Federal court situated in the County of Los Angeles, State of California.

20. Termination or Abandonment

a. The City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed and/or being abandoned. The City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services (based on an amount mutually agreed to by the Parties of the portion of such task completed but not paid prior to said termination). The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. If the Agreement is terminated prior to its completion for any reason, Consultant shall refund the monthly prorated cost of the incomplete term.

21. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant (when requested) shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall (at no cost to City) provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

22. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

23. Costs. Each Party shall bear its own costs and fees incurred in the preparation and

negotiation of this Agreement; and in the performance of its obligations hereunder except as expressly provided herein.

24. Documents and Data. All original field notes, written reports, drawings and specifications, and other documents produced or developed for the Project shall (upon payment in full for the services described in this Agreement) be furnished to and become the property of the City, except as otherwise provided in “Termination or Abandonment” above.

25. Organization. Consultant shall assign Dainius Marijosius as Project Manager. Consultant shall provide City fifteen (15) days written notice before removing or reassigning the Project Manager from the Project.

26. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

27. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office (certified mail, return receipt requested, postage prepaid, and addressed to the following addresses) and shall be effective upon receipt thereof:

CITY:

City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254
Attn: Brandon Walker, Administrative
Services Director

CONSULTANT:

Flowbird America, Inc.
40 Twosome Drive Suite 7
Moorestown, NJ 008057
Attn: David Holler, VP of Sales

28. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

30. City’s Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators, and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any

or all of its rights, burdens, duties, or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

32. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person (other than a bona fide employee working solely for Consultant) 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 a bona fide employee working solely for Consultant) any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. No official, officer, or employee of City (during the term of his or her service with City) shall have any direct interest in this Agreement; or obtain any present or anticipated material benefit arising therefrom for the term of this Agreement.

33. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

34. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance; and the remaining provisions of this Agreement shall remain in full force and effect.

35. Time of Essence. Time is of the essence for each and every provision of this Agreement.

36. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof; and shall not in any way affect the meaning or interpretation of this Agreement.

37. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

38. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties; and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

39. Entire Agreement. This Agreement (including the Exhibits) represents the entire understanding of the Parties as to those matters contained herein; and supersedes and cancels any prior or contemporaneous oral or written understanding, promises, or representations with respect

to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

41. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
FOR
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF HERMOSA BEACH
AND
FLOWBIRD AMERICA, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF HERMOSA BEACH

FLOWBIRD AMERICA, INC.

APPROVED BY:

Steve Napolitano
Interim City Manager

David Holler
VP of Sales

ATTESTED BY:

Myra Maravilla
City Clerk

Taxpayer ID No. [REDACTED]

APPROVED AS TO FORM:

Best Best & Krieger LLP
Interim City Attorney

Exhibit A

Cooperative Purchasing Agreement

- Please refer to Omnia Partners Contract Number 158971 with Flowbird (Cale America & Parkeon)
- URL: <https://www.omniapartners.com/suppliers/flowbird-cale-america-parkeon/public-sector/contract-documents#c23482>

Compensation

- City will compensate Consultant for the purchase of Flowbird equipment and software as set forth in this Exhibit A.
- Additional hardware costs will be paid by City as provided for in a quote by Consultant. The City maintains the sole authority to determine when and where such upgrades will be implemented.
- Consultant will make any publicly available Flowbird software upgrades to the software supplied in terms of this Agreement at no additional charge to the City, if required by the City.

Credit Card and Transaction Fees

- The City will pay the merchant processing fees for credit card transactions.
- The Consultant will not charge any transaction fees and all credit card gateway fees are included in the ongoing monthly service charges listed as the Weboffice and EMV line items in the quote below in Exhibit A.

Parking Meter Installation, Configuration, and Acceptance Testing

- City will determine the location of parking meter installations and prepare the environment for the Consultant to install the parking meters. Consultant will use industry and construction best practices to install the parking meters in a safe and secure manner.
- Consultant will configure each parking meter's hardware and software to ensure all necessary configurations requested by City are updated and working appropriately.
- City will verify the configurations, workflows, and payments are working properly before accepting each meter and issuing payment for the installation and first month's ongoing services charges.

Reporting

- Consultant will provide a robust reporting environment through an online portal that includes the list below that is meant to represent the primary datasets and access required by City but is by no means an exhaustive list:
 - Unlimited Account Users: The City will most likely require 6-12 users between various business units.
 - Reporting Requirements:
 - Transaction Data Fields: Date, time, transaction hour, location of meter,

meter ID, space number, license plate number, payment type, card type, parking start and end time, total duration of parking session, meter type, day of week, etc.

- Exportable Data: Allow users to query and download datasets. It is desirable by the City be able to download datasets up to 1,000,000 rows or greater from the online portal.
- Device Health Checks: Reports showing the health of devices, fault codes, and any other maintenance and repair type of reports.
- Cash Reconciliation: Provide reporting showing all payments made along with number of coins/bills processed and credit card transactions processed.
- Cash Box Status: Provide reporting showing capacity of cashboxes in meters and when they need to be emptied.
- This is not required but is highly desirable by City. Provide City with application programming interface (API) capable of integration with Microsoft PowerBI that provides all the required reporting in the online portal.

Integrations

- Consultant will work with current and future City vendors to integrate Consultant products into existing parking management systems including Turbo Data Systems, Inc and Genetec, Inc. The list below is meant to represent the primary data streams and integrations required but is by no means an exhaustive list:
 - Turbo Data Systems, Inc.
 - Citation Issuance System
 - Paid Parking Sessions – Start time, end time, time remaining, license plate number, space number, etc.
 - Genetec, Inc.
 - Automated License Plate Reader (ALPR) Infrastructure
 - Paid Parking Sessions – Start time, end time, time remaining, license plate number, space number, etc.

Training

- Consultant will provide onsite staff training to City including but not limited to:
 - General maintenance of parking meters.
 - Equipment health checks, diagnostics, and part replacement.
 - Return merchandise authorization (RMA) process.



Hermosa Beach - CWT S4+ Paystation Card and Coin

Quote Date 9/4/25
 Quote Expires 12/3/25

Quote Issued By Thomas Burton
 Regional Sales Manager
 470-905-2521
 thomas.burton@arrive.com

Equipment						
Product Name	Quantity	Unit Price	Term	Year 1	Year 2	Year 3
CWT Credit Card Pay Station - Color Touch Display Color: Black Solar / Cellular Payment Methods: Credit/Debit Card and Coin Contactless Card Reader - A1000, EMV Solution Printer: Yes Configuration: Pay by Plate / Space Warranty: 12-month	7	\$7,500.00	One Time	\$ 52,500.00		
CWT Credit Card Pay Station - Color Touch Display Color: Black Direct Power / Cellular Payment Methods: Credit/Debit Card and Coin Contactless Card Reader - A1000, EMV Solution Printer: Yes Configuration: Pay by Plate / Space Warranty: 12-month	4	\$7,500.00	One Time	\$ 30,000.00		
Spare part bundle *Motherboard *Touch Screen *Coin selector *Bill acceptor *Modem *Contactless & Insert Card Reader	1	\$4,500.00	One Time	\$ 4,500.00		
Equipment Total:				\$ 87,000.00	\$ -	\$ -

On Going Service						
WebOffice Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting (standard) Credit Card Gateway Communication Fees 24/7 Support	11	\$ 56.00	Monthly	\$ 7,392.00	\$ 7,392.00	\$ 7,392.00
EMV - Service Connection -Required for credit card transactions are set up for EMV transactions -	11	\$ 12.00	Monthly	\$ 1,584.00	\$ 1,584.00	\$ 1,584.00
Text Receipts - Optional	TBD	\$0.03	Per Transaction			
Flowbird Text to Park Application - fee paid by end user - Optional	TBD	\$0.45	Per Transaction			
Flowbird Meter Extension from smart phone - fee paid by end user - Optional	TBD	\$0.45	Per Transaction			
PartSmart Extended Warranty program - Optional	11	\$ 32.00	Monthly		\$ 4,224.00	\$ 4,224.00
On Going Services Total:				\$ 8,976.00	\$ 13,200.00	\$ 13,200.00
General Services						
Installation Services to prepared ground and training	11	\$ 250.00		\$ 2,750.00		
Shipping	11	\$ 195.00		\$ 2,145.00		
General Services Total:				\$ 4,895.00	\$ 13,200.00	\$ 13,200.00
				TAX: \$ -	\$ -	\$ -
				Total: \$ 100,871.00	\$ 13,200.00	\$ 13,200.00
				Grand Total: \$ 100,871.00	\$ 13,200.00	\$ 13,200.00

All prices stated are exclusive of taxes. Shipping estimates have been provided; however, actual shipping costs will be invoiced unless specifically itemized in this quotation.

In the event of any changes to, or implementation of, new laws, regulations, statutes, judicial interpretations, ordinances, codes, policies, standards, proclamations, or similar directives — including changes to import fees, taxes, duties, tariffs, export surcharges, or similar charges — that take effect after the proposal submission date and can be reasonably demonstrated by Flowbird to impact the cost or timeline of performance, this quote shall be subject to equitable adjustment in both schedule and pricing.

The customer is responsible for all applicable taxes or must provide valid documentation of tax-exempt status.

By accepting this order, the customer agrees to be bound by all applicable terms and conditions, including any existing contracts between the customer and Flowbird related to the same products or services, if any.

Accepted by: _____ Date: ____/____/____