



REQUEST FOR PROPOSALS FOR VIDEO POLICING SYSTEM MAINTENANCE AND REPAIR

PROPOSALS DUE: OCTOBER 10, 2024 at 12:00PM PST

A) Notice of Request for Proposals

The City of Gardena is releasing this Request for Proposals (RFP) from qualified CONTRACTORS to establish an agreement for a two (2) year period for a time for Video Policing System Maintenance and Repair. This contract has an optional one (1) year extension, for a total of up to three (3) year agreement.

A copy of the RFP may be obtained from Planet Bids and the City of Gardena website at www.cityofgardena.org. The City reserves the right to reject any and all proposals.

B) Purpose and Description of Services

The City of Gardena (City) is seeking the services of a CONTRACTOR to provide ongoing maintenance and repair services for a video policing camera system located within the city limits of Gardena, California.

The existing Video Policing System is comprised of:

- 22 cameras located in the City Campus, which includes multiple City buildings such as the Police Department, Nakaoka Community Center, and more
- 37 cameras located in the Police Department jail
- 19 cameras throughout the six (6) parks
- 29 cameras in traffic intersections
- 114 (estimated) cameras at GTrans

The system is comprised of both wireless and hard-wired (fiber) technology. This Request for Proposal also includes maintaining the backbone infrastructure and the desktop workstations where the cameras are monitored. This award may also include the maintenance of a primary command center and a secondary command center with smart TV's.

The traffic intersection cameras also have equipment at those locations which serve as the wireless infrastructure (hops) to transmit the video feed back to the Police Department. All equipment that is used to transmit the wireless signal from the traffic intersection locations back to the Police Department fall under the scope of this RFP.

The Transportation Department, GTrans, is currently installing its new camera system in and around its facility. Once complete, GTrans estimates 114 cameras and seven (7) viewing stations, which will be included in the award for this Request for Proposal. The successful Contractor will be required to provide the maintenance to all existing and new equipment at GTrans and allow for viewing capabilities of this video at both GTrans and Police Department.

This project will be awarded to a successful CONTRACTOR who will be responsible for the ongoing support of the camera system described within this Request for Proposal. A successful CONTRACTOR will demonstrate system support and maintenance capabilities with an office and permanent technical support staff capable of responding to the City within the times

specified in Attachment A: Scope of Work. Respondents to this RFP should demonstrate knowledge and expertise in microwave communications and camera system design.

The successful CONTRACTOR will be awarded a two (2) year agreement with the City, with an option to extend for an additional one (1) year. City may terminate any agreement with 60 days written notice.

CONTRACTOR shall provide all labor, tools, materials, equipment, non-consumable supplies, transportation, and every other item of expense necessary to provide maintenance of the Video Policing System that is located at Gardena Police Department, 1718 West 162nd Street, Gardena, CA 90247 and GTrans, 13999 South Western Avenue, Gardena, CA 90249. Bidders must refer to "Attachment A: Scope of Work" for complete description of services.

C. PREVAILING WAGE REQUIREMENTS

Installation, maintenance, and repair services provided under this contract are subject to the minimum wage requirements of California Labor Code 1771. CONTRACTOR and its subcontractors shall pay not less than the minimum as determined by the State Department of Industrial Relations' latest issue of the Director's General Prevailing Wage Determination at the time of the bid release, which are available at the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed.

Contractor Registration

All contractors and subcontractors that shall perform work under this contract must be registered with the DIR pursuant to Labor Code section 1725.5 to submit a bid, be listed on a bid, or engage in the performance of work for this project, with the exception that an unregistered contractor that has submitted a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5 shall not be in violation of the law and shall be eligible for award so long as the contractor is registered at the time the contract is awarded. City shall not accept a bid or enter into a contract without proof of registration for both contractors and subcontractors.

Certified Payroll Requirements

Contractor must submit certified payroll reports to the DIR electronically each week in a format prescribed by the Labor Commissioner that contains not less than the information set out in Labor Code Section 1776. Unless another verification form is required by the Labor Commissioner, each payroll record must be verified using the verification form set out in the regulations implementing Labor Code Section 1776. [See Title 8, California Code of Regulations, Section 16401]. Contractor is responsible for submission of copies of payroll records of all subcontractors.

D) Bidder Minimum Qualifications

The following requirements shall be the minimum standards for a CONTRACTOR to be considered as qualified to provide services under this contract, and shall be a prerequisite to any award:

The CONTRACTOR shall have experience and certification in designing, selling, installing, maintaining and repairing of an IndigoVision Video Surveillance Systems (IVSS) and Milestone Video Surveillance Systems in an enterprise environment for a minimum of at least three (3) consecutive years as of release date of this RFP.

The CONTRACTOR must be a certified IndigoVision and Milestone integrator and have a minimum of two references in their portfolio that use an IndigoVision VMS and Milestone systems.

The CONTRACTOR shall be capable and willing to respond on-site within two (2) hours in the event an emergency service call is placed.

The CONTRACTOR at a minimum must be able to provide three (3) references of enterprise size contracts currently held by the CONTRACTOR that at a minimum include 40 cameras and a VMS system. At least two (2) references must include systems with centralized viewing within an Emergency Operation Center.

The CONTRACTOR must have a minimum of five (5) years' experience in the installation of integrated video surveillance systems, with a minimum of three (3) years' experience in the installation of integrated video surveillance systems with "Public Safety." "Public Safety" is defined as law enforcement agencies and not private security deployments.

The CONTRACTOR must have experience in the following areas:

- Installing, maintaining, and repairing radio equipment from companies such as, but not limited to, Firetide, Motorola, and BridgeWave.
- Deploying License-Free and Licensed wireless wide area networks
- Working with public safety band wireless equipment operating at 4.9 Ghz
- Long range wireless point-to-point deployments over 3 miles
- Point to point wireless infrastructure design and concepts
- Video integration into an enterprise network
- Enterprise network architecture and design concepts
- Enterprise video network architecture and design
- Interior and exterior camera selection, placement and configuration in secure environments
- Relevant broadcast protocols such as multicast

The CONTRACTOR must have Manufacturer's certification for the following aspects of the proposed system:

- Network infrastructure
- Wired and wireless portions of the proposed solution
- Surveillance system hardware and software

- IndigoVision certification
- Milestone certification

The CONTRACTOR shall be certified by the manufacturer to resell, install and configure proposed equipment.

The CONTRACTOR shall be licensed, at a minimum, as a Class C-7, Low Voltage Contractor by the California State Contractors License Board.

The CONTRACTOR shall assign an engineer to City who has been certified on IndigoVision and Milestone.

The CONTRACTOR shall be able to respond to calls for service within the prescribed Response Times (see Attachment A: Scope of Work for more information).

The CONTRACTOR's officers and employees must successfully pass a criminal background check.

The CONTRACTOR shall submit the License Verification and license number for bidder and for each proposed Key Subcontractor as part of the Bid Proposal on the Company Profile form included in the RFP. Duplicates of the form may be made for each Key Subcontractor.

The CONTRACTOR shall maintain a valid Gardena Business License for the duration of this Agreement.

E) Bid Requirements and Information

There is a **mandatory** walk-through/bid conference on **September 25, 2024 at 10:00AM**. The pre-bid conference will begin at the Gardena Police Department, located at 1718 West 162nd Street, Gardena, CA 90247. Immediately following the presentation at the Gardena Police Department, the conference will move to GTrans, located at 13999 South Western Avenue, Gardena, CA 90249. At this **mandatory** walk-through/bid conference, additional information will be provided to all bidders with further information of camera locations throughout the City.

Any requests for information concerning this RFP must be submitted in writing, and any substantive replies will be issued as a written addendum and emailed to those who attend the mandatory walk-through/bid conference. All questions must be submitted by **September 27, 2024 at 12:00PM**. Questions raised at the pre-bid conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-bid conference, it will also be memorialized in a written addendum to this RFP posted and emailed as prescribed above no later than **October 2, 2024 at 5:00PM**.

F) Contract Award

Based on bids received in response to this RFP, an array of factors may be used in selecting the CONTRACTOR. This RFP does not in any way limit the City of Gardena's right to solicit contracts for similar or identical services, if, in the City of Gardena's sole and absolute discretion, it determines bids received are inadequate to satisfy its needs.

G) Submission Requirements

1. Time and Place for Submission of Bids

Bids must be received by **12:00PM, PST, on October 10, 2024 via Planet Bids.**

Bids that are submitted by fax, email or hard copy will not be accepted. Late submissions will not be considered.

2. Price Proposal

The City of Gardena intends to award this contract to the CONTRACTOR that it considers will provide the best overall services. The City reserves the right to use an array of factors in selecting the CONTRACTOR, and to reject any bids that are not responsive to this request.

The City is requesting bid proposals for (**see Attachment B**):

-All-Inclusive Hourly Billing Rate for Services

-Please provide the all-inclusive hourly rate, and a complete breakdown of the hourly cost billing rate in accordance with the worksheet set forth in **Attachment C**.

The City intends to pay the CONTRACTOR for all services required under the contract based on a single all-inclusive rate for inspections and an hourly rate that will encompass all of the CONTRACTOR's labor, costs, overhead and profit.

The approved all-inclusive hourly rate will be specified in the contract, and shall remain in effect to the conclusion of the contract. Pricing for the optional third year extension should also be specified, if applicable, in this bid response.

Attachment A: Scope of Work

The Scope of Work that follows is to be used as a general guide and is not intended to be a complete list of all work necessary for our Video Policing System. CONTRACTOR is to provide all labor, materials, tools, supplies, equipment and supervision necessary to provide Video Policing System Camera System Maintenance at the Gardena Police Department and GTrans. Services shall include the following:

1. Repair Services

The CONTRACTOR shall follow up immediately with an investigation of any reported or observed equipment malfunction. Equipment malfunction is defined as the inability of the individual components, subassemblies, or major parts of the system to perform their specific functions, including equipment failure caused by actions of operational personnel, the public or environmental conditions. If it is determined that the cause of the problem is something other than equipment or system issues, the CONTRACTOR will notify a City of Gardena representative. The City will require a root cause analysis of any repair services in order to ensure that the cause of the problem has been addressed and resolved prior to completion of the repair. Unscheduled maintenance shall include inspections and tests required to determine the extent of any equipment malfunction, as well as the repair required to correct the problem.

2. Replacement Services

Various components and equipment may require replacement during the term of the contract. All labor associated with the replacement, upgrade or enhancement of the equipment shall be billed at the labor rates outlined in the CONTRACTOR's fee schedule on Attachment C. The CONTRACTOR will be responsible for providing any replacements to the components of any part of the system. Any components that cannot be replaced using the exact same make and model will require prior approval by the City in order to ensure that a similar replacement is used. All replacements parts must be non-proprietary. The CONTRACTOR shall provide a work order with pricing for replacements, updates, and moves, in line item or unit pricing format, prior to any work being performed. The pricing estimate, at a minimum, must include: a description of the work to be performed, a complete equipment list with related prices for each item, estimated labor hours, and any equipment required to complete the work. Any work performed by a sub-Contractor must also use the same format. Lump sum pricing will not be accepted.

All replacements must be installed within two weeks of authorized work order, unless pre-approved by City of Gardena representative. Any delay beyond the pre-approved replacement two-week time period shall be subject to \$100 per day liquidated damages.

3. Installation Services

The City of Gardena may request the CONTRACTOR to install new Video Policing Cameras within City of Gardena's property. As part of the scope of work, the CONTRACTOR shall provide the City of Gardena with system design services, which shall include but not be limited to hardware and software recommendations that will meet the City of Gardena's goals and objectives for the new system. Installation of cameras, servers, switches and cabling and other components which have been deemed necessary must be approved by the City of Gardena prior to any purchases, installation or integration into the City of Gardena's Video Policing System. The CONTRACTOR agrees to coordinate and facilitate any upgrades to the Video Policing System with the City of Gardena prior to any installation.

All new installations shall be inspected by a City of Gardena representative or his/her designee for quality of workmanship and component and system functionality. The CONTRACTOR shall be responsible for any corrections to the installations that result from poor workmanship or non-adherence to City, state, and/or federal standards. The CONTRACTOR shall provide a cost bid work order for new system installations prior to any work being performed. All components proposed and installed must be non-proprietary. The bid shall include at a minimum: a description of the work to be performed, a complete equipment list with related prices for each item, estimated labor hours, and any equipment required to complete the work. Any work performed by a sub-Contractor must also use the same format. Lump sum pricing will not be accepted.

All installations must be completed within two weeks of authorized work order, unless pre-approved by City of Gardena representative. Any delay beyond the pre-approved replacement two-week time period shall be subject to \$100 per day liquidated damages.

4. Preventative Maintenance

The CONTRACTOR is responsible for ensuring that the SYSTEM complies with ALL retention schedules (366 days for the jail and GTrans, and 30 days for all other locations). CONTRACTOR shall perform a health assessment on the whole SYSTEM and ensure NVR's meet retention deadlines every other month (January, March, May, July, September, November).

The CONTRACTOR will assume responsibility for providing a comprehensive backup solution of all critical software/data components of the City of Gardena's Video Policing System, to include all SQL Databases and configuration components. Responsibilities also include ensuring that all licensing and service maintenance agreements with any of our Video Policing System components remain valid and current throughout the duration of the contract. The CONTRACTOR is responsible for maintenance of all Servers, Storage Devices, Switches, Routers, Cameras, Cabling and any other components deemed part of the City of Gardena's system.

The City of Gardena may request additional preventative maintenance for all cameras, servers, storage devices and Video Policing System components. This could include cleaning of all camera lenses and domes where applicable, and scheduling and coordinating refreshes of servers, routers, switches, and cameras as needed.

5. Training

The CONTRACTOR will be responsible for providing training to City of Gardena staff on the different components of the system. The CONTRACTOR agrees to provide training on any changes made to any servers, switches or cameras as well as any hardware and software changes made to the Video Management System (VMS). Training shall include a complete overview and introduction of our current system identifying possible single points of failure and areas of future concern. Training shall also include specific component overviews in order to familiarize City staff with all the components of the system, as well as any troubleshooting techniques that can be used in order to prevent a future service call. Training will include an overview of our current Video Management System (VMS) and also training in conjunction with any upgrades done to our current VMS.

6. Design

The CONTRACTOR will be responsible for providing the City with design documentation on all existing, and/or new components pertaining to the Video Policing system. These design documents shall be all inclusive and include specific information pertaining to their location, make and model, component name, cabling routes, connection type and date of installation. The CONTRACTOR hereby agrees, all present and future designs for the City of Gardena once submitted become property of the City of Gardena.

7. Warranty

The CONTRACTOR will assume and provide an itemized warranty for all existing components of the City of Gardena Video Policing System. Warranty information shall be included for the following: hardware, software, licensing, service maintenance agreements, hardware maintenance agreements, and any other components deemed necessary by the City of Gardena. The selected CONTRACTOR shall detail, in its bid, the proposed warranty and support services they will provide pertaining to specific components currently existing within the City of Gardena Video Policing System. Additional information pertaining to specific components in use at the City of Gardena will be provided in the mandatory pre-bid meeting since it is considered Sensitive Security Information (SSI).

8. Response Requirements

The CONTRACTOR will be required to meet specific response requirements in order to be considered for this bid. The CONTRACTOR shall supply the City of Gardena with names (minimum of three of the CONTRACTOR's representatives) and phone numbers to contact for Emergency Service Calls. The CONTRACTOR's representatives shall be available twenty-four (24) hours per day, seven days per week to receive Emergency Service Calls.

The CONTRACTOR will be responsible for providing the City of Gardena with the following pertaining to service calls: direct telephone assistance, direct on-site assistance, assistance via VPN, and technical expertise and Contractor services. All service calls shall be coordinated with a City of Gardena representative and an estimated time of completion shall be communicated for each service call.

The CONTRACTOR will be responsible with providing the City of Gardena with pricing pertaining to the following levels of service pertaining to service calls for the System. Pricing pertaining to each level of response shall be included in the CONTRACTOR's submittals.

1. **Emergency Service Calls** – Calls that warrant immediate repair, as determined by a City of Gardena representative or his/her designee will require that a qualified service representative arrive on site within two hours from the time the call is acknowledged by the service representative via telephone.
2. **Urgent Calls** – Urgent calls, as determined by a City of Gardena representative or his/her designee, shall be acknowledged by phone or email within one hour and, at the discretion of the City of Gardena representative or his/her designee, response may be deferred to the start of the following business day.
3. **Routine Calls** – Routine calls, as determined by a City of Gardena representative or his/her designee, shall be acknowledged by phone or email within two hours and, at the discretion of the City of Gardena representative or his/her designee, response may be deferred longer than one business day, but not to exceed two business days.

The above mentioned shall always remain current. Any changes shall be forwarded to the City of Gardena in writing twenty-four (24) hours in advance of any such change and must be pre-approved by the City of Gardena.

During the contracted maintenance period, CONTRACTOR shall follow the maintenance terms as specified in the respective manufacturer's maintenance manual for system component maintenance, including using manufacturer's approved replacement parts.

During the maintenance period, CONTRACTOR shall maintain locally, or available by next business day, a readily available supply of system spare parts in adequate quantity to ensure the rapid replacement of any system-related component(s) that may fail. The City's Project Coordinator, or its designee, may maintain a supply of spare cameras and system components at their sole discretion.

The CONTRACTOR must be able to VPN in to assess and address (if necessary) any issues.

9. **Documentation Requirements**

The CONTRACTOR will be required to provide the City of Gardena with a service call management solution that will ensure that all service calls performed in the City are tracked and recorded in order to assist with the management of the contract. The service management solution should at a minimum allow the City of Gardena to administer work orders, attach root cause analysis documentation, and have the ability to attach invoicing information that will allow

key members of the City of Gardena to access information in order to easily manage the contract. Access to the service call management solution should at a minimum be provided to City of Gardena personnel managing this contract. It is highly desirable that this management solution be a web-portal allowing the City of Gardena the ability to place work orders and monitor all service activity directly online.

10. **CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall upon arrival perform the following tasks:

- A. Notify the Project Coordinator prior to commencing work
- B. Sign in at designated area.
- C. Perform all work as outlined in the Scope of Work.
- D. Submit to the City of Gardena a time sheet with a detailed description of all tasks or work completed.
- E. Sign out upon departure from the City facility.

11. **TOOLS**

CONTRACTOR shall:

- A. Supply all tools required to inspection and/or repairs and maintenance tasks and work.
- B. Ensure that all tools remain in CONTRACTOR'S possessions at all times and shall not be left unattended.
- C. Ensure that all tools and equipment are removed from the work site at the end of each task or work day.

12. **DAMAGES**

CONTRACTOR shall:

- A. Repair any damage, should it occur during the inspection and testing process using City of Gardena approved materials and procedures.
- B. City of Gardena Project Coordinator or designee shall make final approval and acceptance of repairs to restore all facilities.

13. **UNSATISFACTORY OR NON-PERFORMED WORK**

CONTRACTOR shall:

- A. Correct any work deemed unsatisfactory or non-performed work by the City of Gardena Project Coordinator and at CONTRACTOR'S expense.
- B. Be given written notice of observed unsatisfactory or non-performed work either by email or by letter. The letter heading will state "Notice of Default".
- C. Have seventy-two (72) hours to re-perform unsatisfactory or non-performed work.

Attachment B: Contractor's Pricing

All-inclusive inspection rates, and a complete breakdown of the hourly cost billing rate.

I. Compensation: This is a time and materials CONTRACT between City of Gardena and CONTRACTOR for Video Policing System Service, Inspections, and Repair as set forth in the Scope of Work. CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor and materials required, insurance requirements, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

II. Fees and charges: City of Gardena will pay the following fixed rates in accordance with the provisions of this CONTRACT. CONTRACTOR shall perform the requested services as described in Attachment A – Scope of Work.

Time: Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.

Materials: CONTRACTOR must supply backup paperwork or evidence for all materials purchased. CONTRACTOR shall not mark-up the cost of any materials greater than 5%.

Cost Plus _____ % Mark-up

Cost Plus _____ % Discount

Note: Applicable sales tax shall be billed when invoicing.

III. Invoicing: Invoices are to be submitted in arrears, after services have been provided, to the address specified below. Payment will be Net 45 days after receipt of an invoice in a format acceptable to the City of Gardena and verified and approved by the agency/department and subject to routine processing requirements. City of Gardena's Project Coordinator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Accounts Payable Department for processing of payment. The responsibility for providing an acceptable invoice to the City of Gardena for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction. Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse the City of Gardena for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the City of Gardena shall not preclude the right of the City of Gardena from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

1. CONTRACTOR'S name and address
2. CONTRACTOR'S remittance address (if different from above)
3. CONTRACTOR'S Federal I. D. number
4. City of Gardena PURCHASE ORDER number
5. Service date(s)
6. Service description
7. Breakdown of cost
8. Hourly rate
9. Copy of signed City of Gardena Time Sheet
10. List of Materials, Equipment, and/or Permits plus mark-up
11. Total

Upon satisfactory delivery of goods and services, CONTRACTOR shall submit an itemized invoice to:

City of Gardena
1718 West 162nd Street
Gardena, CA 90247
Attention: Lt. Brian Messina
bmessina@gardenapd.org

City of Gardena – Transportation Department (GTrans)
13999 S. Western Ave
Gardena, CA 90249
Attention: TBD
Email address: TBD

ATTACHMENT C: FORMS
**(TO BE SUBMITTED WITH RFP
RESPONSE)**

ATTACHMENT C: CONTRACTOR'S PROPOSED PRICING

PREVENTATIVE MAINTENANCE PROGRAM FOR CITY OF GARDENA		
Submitted By: _____ (Contractor Name)		
Service Calls: Time & Materials Basis – City/PD and GTrans <i>(includes vehicles and tools)</i>		
Technician	\$	/hour
IT Specialist	\$	/hour
Insert Any Additional Personnel	\$	/hour
New Installations: Time & Materials Basis – City/PD and GTrans <i>(includes vehicles and tools; quotes will be provided for specific materials)</i>		
Installers	\$	/hour
IT Specialist	\$	/hour
Project Manager	\$	/hour

Cost Plus _____ % Mark-up

Cost Plus _____ % Discount

ATTACHMENT C: COMPANY PROFILE & REFERENCES

COMPANY PROFILE

Company Legal Name:

Company Legal Status (Corporation, partnership, sole proprietor, etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number () _____ Fax Number : () _____

Email Address: _____

Length of time the CONTRACTOR has been in business: _____

Length of time at current location: _____

Is your CONTRACTOR a sole proprietorship doing business under a different name:

_____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your CONTRACTOR incorporated: _____ Yes _____ No

If yes, State of Incorporation: _____

Federal Taxpayer ID Number:

Regular Business Hours: _____

Regular Holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number: () _____ Fax Number: () _____

Email Address:

Contact person for Accounts Payable:

Telephone Number: () _____ Facsimile Number: () _____

Email Address:

Name of Project Manager:

Telephone Number: () _____ Fax Number: () _____

Email Address:

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours:

Email Address: _____ Cell Number: _____

Telephone Number: () _____ Fax Number: () _____

REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference:

Address: _____

Contact Name: _____ Title: _____

Telephone Number: () _____

E-Mail Address: _____

Contract Title/Number: _____ Contract Value: \$ _____

Contract effective Dates: _____

Brief description of all required and related services performed/goods provided:

Name of Reference: _____

Address: _____

Contact Name: _____

Title: _____

Telephone Number: () _____

E-Mail Address: _____

Contract Title/Number: _____ Contract Value: \$ _____

Contract effective Dates: _____

Brief description of all required and related services performed/goods provided:

REFERENCES

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information (attach additional sheets if necessary).

Name of Reference:

Address: _____

Contact Name: _____ Title: _____

Telephone Number: () _____

E-Mail Address: _____

Contract Title/Number: _____ Contract Value: \$ _____

Contract effective Dates: _____

Brief description of all required and related services performed/goods provided:

Name of Reference: _____

Address: _____

Contact Name: _____

Title: _____

Telephone Number: () _____

E-Mail Address: _____

Contract Title/Number: _____ Contract Value: \$ _____

Contract effective Dates: _____

Brief description of all required and related services performed/goods provided:

ATTACHMENT D: SAMPLE CONTRACT

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND

This contract, hereinafter referred to as Agreement is entered into this _____ day of _____, 202_, by and between THE CITY OF GARDENA (“City”) and _____, a [state] [type of entity] (“Consultant”). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. Recitals.

- A. Whereas, City requires the services of a professional to design, sell, install, repair and maintain the Video Policing System; and
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to provide these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

2. Services.

A. Consultant agrees to provide the professional services described in the City’s Request for Proposals (RFP) and any associated addendum, attached hereto as **Exhibit “A”** and Consultant’s Response to City’s RFP (“Consultant’s Proposal”), attached hereto as **Exhibit “B”**, both incorporated herein by this reference (“Services”).

B. The Services shall be performed in accordance with the Project Schedule set forth in **Exhibit B**. Consultant shall not be liable for any failure or delay in furnishing proposed Services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant’s reasonable control.

3. Additional Services. If City determines that additional Services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional Services in writing (“Additional Services”). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Consultant’s Proposal. This Agreement shall include Consultant’s proposal or bid which is incorporated herein as **Exhibit B**. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

5. Timing of Performance. Time is of the essence with respect to Consultant’s performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement as set forth in **Exhibit A**. City, in its sole discretion, may extend the time for performance of any Service.

6. Compensation. Compensation for the Services shall be billed as set forth in **Exhibit B**, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges, unless otherwise noted.

7. Term of Agreement/Termination. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one [1] additional one [1] year periods upon mutual written agreement of both parties.
 - A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

 - B. City may terminate this Agreement without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. City’s only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

 - C. Unless for cause, Consultant may not terminate this Agreement. If Consultant is terminating this Agreement for cause, it must provide the City with thirty (30) days written notice.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the Services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

8. Agreement Administrator. For purposes of this Agreement, City designates Chief Mike Saffell or designee as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by Agreement Administrator. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the Agreement Administrator. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the Agreement Administrator determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section- Term of Agreement/Termination. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all Services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Performance By Consultant. Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.

15. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

16. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Confidentiality Clause. Consultant acknowledges that some of the material and

information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants that it shall perform the Services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

20. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of Services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

21. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and Services to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights

or remedies, City may require Consultant to re-perform any of said Services, which were not performed in accordance with these standards. Consultant shall perform the remedial Services at its sole expense.

22. Insurance.

A. **Commencement of Work.** Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. **Insurance Company Requirements.** All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.

C. **Coverage, Limits and Policy Requirements.** Consultant shall maintain the types of coverage and limits indicated below:

1. **Commercial General Liability Insurance** - a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. **Commercial Auto Liability Insurance** - a policy with coverage at least as broad as Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. **Policy Requirements.** The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

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

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and Consultant shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees,

agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

23. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or

otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

24. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

25. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

26. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena:

1700 West 162nd Street

Gardena, California 90247-3732

Attn: Mike Saffell

Title: Chief

Email: chief@gardenapd.org

Telephone: (310) 217-9601

To Consultant: Name of Consultant

Street Address or P.O. Box

City, State Zip Code

Attn: _____

Email: _____

Telephone: (____) _____

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

27. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

28. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

29. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Electronic Signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate

this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

32. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

33. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

34. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

35. Section Headings. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

36. Entire Agreement. This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set

forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

“City”

City of Gardena

By: _____

Tasha Cerda, Mayor

Date: _____

“Consultant”

Name of Consultant or Consultant Company

By: _____

Name and title of individual

Date: _____

By: _____

Name and title of individual

Date: _____

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney