

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into and effective as of the last date of execution below ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and TEKsystems Government Services, LLC ("TEKsystems"), a Maryland limited liability company ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide temporary information technology-related professional services.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for temporary information technology-related professional services, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or Information Technology Director, or such other person designated in writing by the City Information Technology Director (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be the Account Manager assigned by Consultant (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Personnel means a Consultant employee temporarily placed with the City pursuant to this Agreement; Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be for two (2) years from the Effective Date, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rate set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$74,650 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Accounts Payable email address at invoices@manhattanbeach.gov and/or mailing

address City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, CA 90266, Attn: Accounts Payable c/o Information Technology Department. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City. City shall be limited to requesting one audit per calendar year.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its officials, employees, agents or independent contractors shall have control over the conduct of Consultant or any of Consultant's officers, directors, managers, employees, or agents except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, directors, managers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement

and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all third party claims (inclusive of claims brought by City employees), damages, costs, expenses, liabilities, claims, demands, causes of action,

proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including reasonable fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the negligence, gross negligence, willful misconduct, or intentional acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement except to the extent such Liabilities arise from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities, including those arising from the Indemnitees' active or passive negligence. Such defense shall be provided with counsel of the Indemnitees' choice, subject to Consultant's reasonable consent, unless Consultant's insurance company attests in writing to requiring counsel of the insurance company's choice in order to provide coverage under the Agreement. Consultant shall pay all costs and expenses, including all reasonable attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection there with.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

1) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

2) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the

legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Limitation of Liability

To the fullest extent permitted by law, Consultant's total aggregate liability to the City for professional services liability arising out of or related to this Agreement, whether based in contract, tort, or any other legal theory, shall not exceed Two Million Dollars (\$2,000,000.00). Consultant's total aggregate liability under this Section shall derive from any professional service resulting in and include, without limitation, financial losses of the City due to a software error or failure to perform (if the advice or the developed software code results in a direct financial loss for the City due to a failure to meet the professional standard of care); data breaches caused by Consultant's negligence (costs associated with a data breach resulting from the Consultant's assigned personnel resource(s), negligent act or omission of Consultant such as negligently sharing confidential information; system failure, business interruption, or downtime for the City resulting from Consultant's services; infringement of intellectual property (copyright, trademark, or patent infringement) resulting from the work product of Consultant; and acts or omissions resulting from common mistakes, errors, or the failure to provide accurate information leading to City losses.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

3) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

4) Automobile Liability: Insurance Services Office Form Number CA 0001 or equivalent covering all owned, hired and non-owned autos with combined single limit no less than \$1,000,000 per accident for bodily injury and property damage.

5) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

6) Cyber Insurance, with limits not less than \$2,000,000 per claim, \$4,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

7) Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of Consultant.

B. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be included as insureds on the CGL policy with respect to liability arising

out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to Consultant's insurance, at least as broad as ISO Form CG 20 10 11 85 or equivalent, or both CG 20 10 and CG 20 37 forms or their equivalent if later revisions used.

C. Primary Coverage. For any claims related to this contract, Consultant's insurance general liability and auto liability coverage shall be primary and non-contributory, with coverage at least as broad as ISO CG 20 01 12 19 or its equivalent as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance, including any excess policies, and shall not contribute with it.

D. Umbrella or Excess Policy. Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

E. Notice of Cancellation. Each insurance policy required above shall state that the agent/broker shall endeavor to provide 30 days' written notice of cancellation to the City.

F. Waiver of Subrogation. With regards to all policies except Cyber Liability and Technology Errors and Omissions/Professional Liability, Consultant hereby grants to City a waiver of any right to subrogation which any insurer of Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

G. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

H. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.

I. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

3) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

4) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

5) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required endorsements required by these specifications, at any time.

K. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement

at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

If to Consultant:

Attn: Miguel Guardado/IT Director

TEKsystems Services Government, LLC

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310-802-5067
Email: mguardado@manhattanbeach.gov

7437 Race Road
Hanover, MD 21076
Attn: D'neice Mason

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to

be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

22. Corrections. [RESERVED]

23. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

26. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

27. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

28. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

29. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

31. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

32. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

33. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

34. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

TEKsystems Government Services, LLC
a Maryland limited liability company

Signed by:
By: Talyn Mirzakhanian
Name: Talyn Mirzakhanian
Title: City Manager
Date: 12/29/2025

DocuSigned by:
By: Cole Heckel
Name: Cole Heckel
Title: Senior Manager of Operations
12/29/2025

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura
Title: City Clerk
Date: 12/30/2025

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow
Title: City Attorney
Date: 12/29/2025

APPROVED AS TO FISCAL IMPACT:

Signed by:
By: Libby Bretthauer
Name: Libby Bretthauer
Title: Finance Director
Date: 12/29/2025

APPROVED AS TO CONTENT:

Signed by:
By: Miguel Guardado
Name: Miguel Guardado
Title: Information Technology Director
Date: 12/29/2025

EXHIBIT A SCOPE OF SERVICES

Scope of Services

Consultant shall provide temporary Information Technology (IT) professional services on a time and materials basis and assign temporary personnel resources to perform specific technology tasks or specific projects on an assignment/as-needed basis in an environment controlled by City. (collectively "Services") as requested by the City's Information Technology Department.

Consultant has experience and training in providing the services outlined in this Scope of Services. The Consultant has the training to determine the methods and means to be employed in providing such Services and the manner by which Services will be provided. City is only interested in the results to be achieved. As a result, Consultant shall be solely responsible for determining the outline of the Services provided under this Agreement. City reserves the right to hire additional vendors who provide the same or similar services as described in this Agreement.

In accordance with Section 5 of the Agreement, Consultant's relationship with the City is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create an employment relationship between City and Consultant, or between City and any of Consultant's officers, directors, managers, agents or employees. Consultant will determine the means, methods, and details by which Consultant's officers, directors, managers, agents or employees will perform the Services. Consultant shall be solely responsible for the satisfactory performance of its officers, directors, managers, agents and employees engaged in the performance of the Services and their compliance with the customary professional standards. Consultant shall be responsible for and pay all wages, salaries, benefits, taxes, expenses, and insurance of, for or on behalf of its officers, directors, managers, agents and employees in connection with their performance of the Services. Consultant and its officers, directors, managers, agents and employees are not eligible to enroll in, or reinstate to membership in, the California Public Employee Retirement System based on their performance of any Services under this Agreement, and are not and shall not become entitled to any service credit, or contribution to be paid by City for employer contributions or employee contributions for PERS benefits, in connection with their performance of Services under this Agreement.

Consultant's Services will be performed at the City's facilities, and site access will be provided accordingly. The Information Technology Department will identify the working hours on a weekly and/or monthly basis as desired/needed.

Consultant shall assign its personnel to provide the services for not-to-exceed 40 hours per week work period with the following schedule:

- Monday – Friday 8 am – 5 pm
- Flexible hours: before or after Monday–Friday 8 am–5 pm or on weekends as arranged by the City’s Information Technology Department;

The City’s Information Technology Department will provide Consultant with each overall task, project, or other assignment, including schedule and/or completion date, and Consultant shall assign the personnel to perform each task, project, or other assignment. Consultant’s assigned personnel will submit all the results and provide a task/project progress report to the Information Technology Director and/or his/her designee.

Consultant will designate a Contract Manager (or “CM”) to manage the temporary personnel resources assigned to the City under this Agreement. The Contract Manager (CM) will work with the City’s Information Technology Director in identifying and assigning the technical resource(s). The Consultant’s CM shall assign the appropriate personnel to perform each task, project, or other assignment in consultation with City’s Information Technology Director and/or his/her designee. The City’s Information Technology Department Director and/or his/her designee will provide Consultant’s CM with each overall task, project, or other assignment, including schedule and/or completion date.

Additionally, the Consultant’s Contract Manager will perform the following management activities throughout the engagement:

- Coordinate with the assigned technical resource(s) and the City on the scope of project(s), objectives, tasks, activities, and/or schedule;
- Identify and propose to the City for approval technical resource(s) that will best suit the assignment(s);
- Provide the confirmed project(s), objectives, tasks, and/or activities to the selected/assigned technical resource(s);

Consultant’s assigned personnel will provide to the Information Technology Director and his/her designee and the Consultant’s CM a weekly task/project progress report, which includes the projects, tasks, and hours completed. Reports are submitted for informational purposes only and do not constitute acceptance of Services.

The temporary professional services may include, but are not limited to, the following:

- Administers database management and email systems, storage area network, and network servers, schedules network upgrades, and monitors networking systems to ensure optimum performance.
- Plans, organizes, and maintains computer systems within the City, including data networks involving fiber and Ethernet cabling as well as networking equipment core and edge switches, routers, wireless access points (WAP) and controllers, public safety systems, various specific departmental and enterprise solutions, telecommunications including fiber and copper cabling, phone and voicemail equipment.
- Supports, manages, and ensures the operating capacity of the Local Area Networks (LAN), and Wide Area Networks (WAN) to ensure proper functioning 24 hours a day, seven days a week.
- Performs full backup, data archive, and data recovery for programs and users based on a regular schedule. Operates and participates in the Information Technology support team for City broadcast functions.
- Provides technical assistance to City staff for printers, computers, Internet services, mobile phones, landline phones, software, hardware, digital surveillance, and public safety vehicle technology.
- Manages multiple servers, such as operating system, security and service updates, and monitors network security systems such as firewall, intrusion detection system, event log, spam filtering, internet filtering, and network anti-virus system, and ensures that the security and integrity of the City's network infrastructure are maintained at all times.
- Coordinates and supervises the work of Information Technology solution providers and contractors. Monitors daily Information Technology operations and leads team members in completing specific help desk tasks, projects, and assignments.
- Perform other tasks on an assignment basis, as requested by the City.

EXHIBIT B APPROVED FEE SCHEDULE

All TEKsystems personnel resources (TEKsystems employees) work is to be scheduled for billing by Consultant to City as “standard low”, utilizing the “standard hourly bill rate low” listed in the Services Fees Table set forth below. The hourly bill rate may be adjusted to the “standard hourly bill rate high” only upon City approval and for a specific project task as identified and approved by the City. Standard hourly bill rates apply for the work schedule arranged between Consultant and the City of Manhattan Beach Information Technology Department, as identified in Exhibit A of this Agreement. The professional services are to be billed per actual services rendered in accordance with the procedures set forth in Section 4 of this Agreement. Total fees shall not exceed the maximum compensation of \$74,650 for the Services.

Services Fees Table

SKILL	STANDARD HOURLY BILL RATE LOW	STANDARD HOURLY BILL RATE HIGH
Communications Technician	\$ 40.00	\$ 85.00
Support Technician	\$ 30.00	\$ 75.00
Developer	\$ 110.00	\$ 135.00
Database Administrator	\$ 105.00	\$ 130.00
Architect	\$ 125.00	\$ 200.00
Analyst	\$ 50.00	\$ 120.00
Quality Assurance	\$ 55.00	\$ 115.00
Functional Consultant	\$ 60.00	\$ 140.00
Network Consultant	\$ 75.00	\$ 190.00
Engineer	\$ 75.00	\$ 135.00
Risk and Security	\$ 75.00	\$ 175.00
Technical Consultant	\$ 30.00	\$ 350.00
Workday Consultant	\$ 30.00	\$ 150.00