

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is by and between the City of Manhattan Beach, a California municipal corporation (“City”) and EyeP Solutions, Inc., a California corporation (Contractor). City and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”. The date City Council approves this Agreement shall be the date this Agreement is effective (“Effective Date”).

RECITALS

A. City issued Request for Proposals No. 1345-26 on December 10, 2025, titled “License Plate Recognition”. Contractor submitted a proposal dated January 16, 2026, in response to the RFP.

B. Contractor 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 Contractor as an independent contractor and Contractor 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. Contractor’s Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the “Services”) for Mobile License Plate Recognition Technology and Data Management 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 such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be Heather Young, Chief Executive Officer (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s Services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

C. Time for Performance. Contractor 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. Contractor 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. Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

G. Permits and Licenses. Contractor 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 from the Effective Date through May 19, 2029, unless sooner terminated as provided in Section 12 of this Agreement or extended. The City's Public Works Director or authorized representative may extend the time of performance in writing for two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new contractor, whichever is less.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor a total Not-Exceed amount of \$327,635 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

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 Contractor Representative authorize such services in writing prior to Contractor'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 Contractor, the City Council may, in writing, reimburse Contractor 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. Contractor shall submit to City an invoice, on a monthly basis to invoices@manhattanbeach.gov, for the Services performed pursuant to this Agreement. 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 Contractor 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 Contractor. Notwithstanding the preceding sentence, if Contractor 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. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

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

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, 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 Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, 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 Contractor or be present at

any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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 Contractor's permission. Contractor 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 Contractor.

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

7. Data Security

Without limiting Contractor's obligation of confidentiality as described in Section 6, herein, Contractor shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply to the security controls identified in the then-current version of NIST SP800-53 and other data security regulations and standards acceptable to City such as but not limited to Payment Card Industry Data Security Standard (PCI DSS) (secure credit card processing), privacy regulations, including data encryption (encryption at rest and in transit) and security protocols. The data privacy and information security program must address the following: (a) ensure the security and confidentiality of the Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Data; (c) protect against unauthorized disclosure, access to, or use of the Data; (d) ensure the proper disposal of Data; and, (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case shall the safeguards of Contractor's data privacy and information security program used to protect Data be less stringent than the safeguards used by Contractor for its own data. Additionally, the program must include comprehensive incident response and breach notification along with regular security assessments and audits from an independent reputable third-party company.

A. If the Services include handling credit card information, then Contractor shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI DSS) as set forth in the Request for Proposals. Contractor agrees and warrants that he is responsible for the following: build and maintain a secure network, maintain a vulnerability management program, implement strong access control measures, regularly monitor and test networks, and maintain an information security policy, protect the security of "cardholder data" that Contractor possesses, stores,

processes or transmits on behalf of City, and for any impact on the security of City's cardholder data environment adversely affected by any failure of Contractor to maintain compliance with provisions of the PCI-DSS applicable to the Services.

B. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of Data, Contractor shall, as applicable: (a) notify City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; (c) in the case of personally identifiable information (PII), at City's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.80, et seq., and Section 1798.100, et seq., or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse City for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) without limiting Contractor's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the City with respect to any and all claims and liabilities, including payment of reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with the occurrence up to the limits of Contractor's Cyber Liability policy required herein; and (f) perform or take any other actions required to comply with applicable law as a result of the breach or disclosure. Contractor may not require any City transit customer or user, through any online or "click-through" end-user license agreement, use of any online platform or mobile application, or other terms and conditions, to bear liability for, or indemnify Contractor, for any claims that are within the scope of Contractor's indemnification obligations set forth in this Agreement.

C. Any and all cloud storage of Data shall be in compliance with ISO/IEC 27001 – 27018, System and Organization Controls 2 (SOC 2) framework, US National Institute of Standards and Technology (NIST), California Consumer Privacy Act (CCPA), as applicable, or successor standards thereto. The Services (including all data storage) shall be provided solely from within the continental United States and on computing and data storage devices residing therein. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure shall be deemed to comply with this section.

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

8. Conflicts of Interest. Contractor 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. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor may perform similar Services for other clients, but Contractor 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 Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

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

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, 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 damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including 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 breach of this Agreement or any term, condition or provision of this Agreement by Contractor, and/or any other acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor 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. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

a) In addition to the foregoing, to the maximum extent permitted by law, Contractor shall indemnify, defend and hold each of the Indemnitees free and harmless, and pay reasonable attorneys' fees and costs, with respect to any and all Liabilities to the extent arising out of, related to, or incurred in connection with any

destruction, or unauthorized access to, use, or theft of Data (collectively, "cyber theft") provided, however, that Contractor's liability for cyber theft shall be limited to the cyber liability insurance policy limits set forth in this Agreement.

2) Contractor shall pay all required taxes on amounts paid to Contractor 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.

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

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

5) Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor 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 Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor'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. Contractor'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. Contractor 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 Contractor 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. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

10. Insurance.

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

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 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, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit of no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.
4. Cyber Insurance, with a limit of no less than \$5,000,000 per occurrence or claim, and \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor 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 copyright, 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.
5. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession and work hereunder, with a limit of no less than \$5,000,000 per occurrence, and \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor 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 copyright, 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 Contractor.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Additional Insurance Requirements. The insurance policies are to contain, or be endorsed to contain, the following additional provisions:

1. Additional Insured

The City, and its elected and appointed officials, officers, employees, agents and volunteers are to be covered as insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to Contractor’s insurance, at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used. The automobile liability policy shall contain, or be endorsed to contain, the City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

2. Primary and Non-Contributing

The insurance policies required under this Section shall be primary and non-contributory, with coverage at least as broad as ISO CG 20 01 12 19 as respects the City, and its elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of Contractor’s insurance, including any excess policies, and shall not contribute with it.

3. Umbrella or Excess Policy

Contractor 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.

4. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

5. Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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.

6. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require Contractor 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.

7. Acceptability of Insurers

The insurance policies required under this Section shall be issued by insurers authorized to write insurance in the State of California with a current rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

8. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

9. Verification of Coverage

Contractor 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 Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. Subcontractors

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

11. Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

11. Warranty.

The warranty applicable to the Services pursuant to this Agreement shall be as set forth in:

A. **Exhibit A – Scope of Work.**

12. Mutual Cooperation.

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

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

13. Records and Inspections. Contractor 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. Contractor 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.

14. 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 Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 30 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor 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 Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

15. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor 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 Contractor's reasonable control and not due to any act by Contractor.

16. Default.

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

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, or any resulting order, City shall serve Contractor with written notice of the default. Contractor 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 Contractor 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. If, after notice of termination of this the Agreement under this default provision, it is determined for any reason that Contractor was not in default under this provision, the rights and obligations of the parties shall be the same as if the notice of termination had been issued by City pursuant to Section 12(A), above.

17. 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 Contractor'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:

Joseph DeFrancesco, Interim Public Works Director
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, California 90266

If to Contractor:

Heather Young, CEO
EyeP Solutions, Inc.
3222 Royal Drive, Suite F
Cameron Park, California 95682
(530) 665-8084
Heather.young@eyep-solutions.com

With a courtesy copy to:

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

18. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor 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. Contractor 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.

19. Prohibition of Assignment and Delegation. Contractor 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 Contractor 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.

20. 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.

21. 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.

22. Final Payment Acceptance Constitutes Release. The acceptance by Contractor 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 Contractor for anything done, furnished or relating to Contractor'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 Contractor, 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 Contractor, its employees, subcontractors and agents.

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

24. Non-Appropriation of Funds. Payments to be made to Contractor 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 Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor'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.

25. Exhibits. Exhibits A, B and C 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 Contractor's proposal, the provisions of this Agreement shall control.

26. 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.

27. 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.

28. 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.

29. 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.

30. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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:

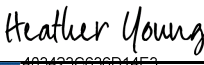
City of Manhattan Beach,
a California municipal corporation

Contractor:

EyeP Solutions, Inc.,
a California corporation

By: _____

Name: Talyn Mirzakhonian
Title: City Manager
Date:


DocuSigned by:

By: _____

Name: Heather Young
Title: Chief Executive Officer
Date: 5/5/2026

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

Signed by:

By: _____

Name: Rich Timm
Title: Chief Financial Officer
Date: 5/11/2026

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney
Date:

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer
Title: Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____

Name: Joseph DeFrancesco
Title: Interim Public Works Director
Date:

EXHIBIT A SCOPE OF SERVICES

The Contractor shall provide hardware, software, and services for the implementation and operation of five (5) Mobile License Plate Recognition (LPR) systems for City parking enforcement that represents the current state of Mobile License Plate Recognition technology and data management, including the following requirements.

1. LPR System Requirements

- a. The LPR system should monitor time limits, permit status, pay-by-plate valid parking sessions, pay-by-text, and mobile payments in real-time, along with the various hotlists/databases as specified by the City. This includes the ability to seamlessly monitor multiple parking rights, or “permits,” during any particular enforcement route or session, including simultaneous enforcement of time limits and permit zones.
- b. The LPR system shall simultaneously monitor for all types of parking restrictions for the currently selected zone, including multiple types of license plate-based parking payments/permits (including detection of multiple vehicles sharing a permit), multiple hotlists, and other parking regulations (e.g., 72-hour rule).
- c. The LPR system shall be capable of sharing data with the City-designated enforcement device(s) or handheld(s) (Currently)-NForcer’s provided by Turbo Data Systems. This includes transferring the LPR-captured violation data, including license plate information, violation images, time stamps, and GPS locations, to the City’s enforcement device(s) for citation issuance. The City reserves the right to change citation issuance and processing vendors at any time during the agreement.
- d. The Contractor shall be responsible for ensuring that mobile components can communicate effectively on commonly used cellular networks for the term of the agreement.
- e. LPR components on/in vehicles shall be weatherproof and capable of continuous, dependable operation under the range of weather conditions experienced in Southern California. All hardware components shall be warranted to operate as proposed within a temperature range of negative 15 degrees Fahrenheit to positive 140 degrees Fahrenheit, humidity range from 0 to 95 percent, and under environmental conditions including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), sand, salt, and vibrations. Outdoor components must include a minimal rating of IP67.
- f. LPR cameras shall be capable of capturing license plates in various parking spaces (on and off-street, including surface lots) configurations, including parallel, perpendicular, and angled spaces.

- g. LPR cameras must be capable of producing high-quality images of license plates regardless of weather or lighting conditions and include the following minimum requirements:
- 1456(H) x 1088(V) progressive scan @30fps
 - LPR camera lens of 12mm or greater
 - Utilize a global shutter
 - Capable of capturing images at speeds of up to 60 miles per hour.
- h. The LPR cameras shall be capable of reading and interpreting non-reflective, specialty, digital, and temporary CA license plates.
- i. All reads by the cameras shall have a context photo, a photo of the plate, and complete metadata, including the interpreted plate, GIS coordinates, date, time, ID of patroller vehicle, ID of camera (left/right) capturing the image, Officer or User ID, and block face ID (if configured).
- j. LPR systems must be compatible to be installed on the City's 2017 Chevy Colorado's, 2020 Ford F150, 2014 Toyota Tacoma, 2023 Chevy Bolt, four (4) interceptor's, 2009 T3 electric scooters, 2025 Ford Ranger's, 2024 Go-4 Interceptor All Electric, and tentative future purchases of vehicles.
- k. The LPR system shall be capable of providing digital tire chalking for time limit monitoring; this includes the ability to monitor time limit violations by parking space, defined zone, or defined distance (e.g., a car must relocate at least 150 feet from the original parking location).
- l. The vehicles' LPR units shall be able to connect with and share data between all other Contractor LPR units in the City in real time to maintain continuous operation and support of the same enforcement duties using multiple LPRs; i.e., LPR Unit #1 captures plates for vehicles parked on Street X; LPR Unit #2 shall be able to enforce Street X time limits for vehicles that were captured by Unit #1.
- m. The LPR system shall have the ability to create routing plans and geofencing capabilities for zone-based enforcement.
- n. The LPR system shall include an integrated assisted GPS module.
- o. The LPR system shall function alongside other applications and systems in the enforcement vehicles.

2. Cloud-Based Hosting, System & Security

- a. The Contractor shall provide secure US cloud-based hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.
- b. The Contractor shall offer an option for the City to upgrade in the future to law enforcement levels of security for use by government organizations that follow federal security standards and compliance requirements.
- c. Computers shall not require proprietary software packages or "client" hardware or software. Any computer shall access the DMS without plug-ins or other components through a standard web browser.
- d. The Contractor shall be responsible for taking every precaution to ensure the reliability and cyber security of all systems, files, data, equipment, communications, and facilities.
- e. The Contractor shall be responsible for virus detection, prevention, control, and eradication for all servers and connected devices.
- f. The Contractor shall have security features designed to protect the security and confidentiality of all information contained in the database. The Contractor's security shall conform to current industry best practices and allow for encryption of any personally identified information.
- g. All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage, or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Technology Director.
- h. The System shall provide fully redundant system backup and recovery capabilities. The Contractor shall maintain the database, including backup and recovery procedures, and ensure the data is secured and protected at all times. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.
- i. Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.
- j. Uptime will exclude scheduled maintenance. The Contractor will notify the City of any scheduled downtime at least seven (7) days in advance. Scheduled maintenance shall be coordinated to have the least negligible impact on City operations.
- k. The LPR system shall allow for the ability to define authorized users with varying levels of access (officer, supervisor, analyst, site administrator).

- l. The LPR system shall provide audit trails of user activity.
- m. The LPR system shall allow authorized users to generate productivity reports.
- n. The LPR system shall allow users to view dashboards of activity.
- o. The LPR system shall generate hit location, date, and time reports.
- p. The LPR system shall allow users to identify license plate read accuracy.
- q. The LPR system shall collect, format and report daily occupancy by route(s), zone(s), and location(s).
- r. The LPR system shall report trends in license plate number captures over time (e.g., what percent of plates are observed once per week versus five (5) times per week).
- s. The LPR system shall integrate with custom databases (e.g., vehicles of interest, etc).
- t. The Contractor shall offer an option for the City to upgrade in the future to integration with multiple law enforcement systems such as Video Management Systems (VMS).
- u. The Contractor shall establish and maintain data storage, retention, and archive procedures to maintain all system performance. The LPR system shall allow the City to set a time for data retention, with overrides for specific reads if the data need to be retained for investigative or adjudication purposes.
- v. The LPR system shall adhere to the protocols dictated by The Department of Justice Cyber Security Program and the Criminal Justice Information Services (CJIS).
- w. The LPR system must be able to scale with increasing data volumes and be flexible to customize features and functionalities based on evolving needs and technologies.

3. In-Vehicle LPR Units

- a. The LPR system shall provide a live feed in real time to the operator in vehicle, detailing the license plates that were captured, including the plate photo and the interpretation of the plate after optical character recognition (OCR).
- b. The LPR system is expected to have a user-friendly and intuitive User Interface for officers and system administrators including features such as touchscreen navigation, customizable alerts, and easy data review options.
- c. The LPR system shall raise an audible and visible indicator to the operator for any except conditions, including:

- Vehicles not parked in compliance with the rule set currently chosen for enforcement (which may include a mixture of time zone restrictions, permits, and payments).
 - Vehicles on hot lists designated by the City that may include, but are not limited to, local and State law enforcement
 - Vehicles on allow lists provided by various sources
- d. The visible alert shall provide clear information to the operator and remain displayed until acknowledged/dismissed by the operator; while the alert is displayed, the LPR system shall continue reading and processing plates
- e. The LPR system shall allow manual entry of plates that were not interpreted accurately or not visible to the cameras; the LPR system shall flag the manual entry for reporting purposes
- f. The LPR system shall allow the operator to deactivate and reactivate either camera on the vehicle so that reads are done only on one (1) side of the street. Left and right-side cameras must be positioned correctly, clearly delineated, and programmed to ensure accurate reporting and violation capture.

4. Implementation Requirements

- a. The Contractor shall provide hardware, software, and services for the implementation of an LPR system for parking enforcement support for the City.
- b. The Contractor shall provide and install the City selected quantity of complete LPR Systems including the camera equipment, in-vehicle laptops or tablets (including mounting equipment for City vehicles), communications equipment including GPS technology, any software necessary to support the requested services, all associated mounting hardware, cables, installation, and training.
- c. The Contractor shall deploy, configure, and manage one (1) cloud-based instance for the term of the agreement.
- d. The Contractor shall provide all required licenses, software and applications for the term of the agreement.
- e. The Contractor shall complete all required internal and third-party integration prior to installation.
- f. The Contractor shall conduct on-site testing of LPR, demonstrating the LPR system's ability to read and store the license plate information with a minimum 98% read accuracy, including plates issued by all jurisdictions in North America.

- g. The Contractor shall conduct on-site testing of the LPR GPS capabilities and accuracy to demonstrate the LPR system's ability to accurately enforce no-reparking ordinances at multiple distances and time limits.
- h. The Contractor will import records and data from the current vendor's system. The City will then confirm the imported data through user acceptance testing.

5. Data Requirements

- a. The City shall be the exclusive owner of all data and rights to the data generated from all systems, regardless of whether the data is direct, derived, calculated, or modeled.
- b. The Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, The Contractor shall be permitted to use such information to enable the services provided to the City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data securely with City-appointed parties.
- c. The Contractor agrees that all data provided by users and staff is the property of the City, and shall prevent unauthorized parties from accessing, sharing, or using data without written consent from the City. The Contractor is not granted the right to have and use the City's data for private or public use.
- d. The Contractor shall store or archive (with the City's written approval) all transaction data generated during the term of the Agreement and delete data at the City's direction. The Contractor shall deliver copies of all system data upon request of the City or its designee and upon the termination of the Agreement in a format and a delivery schedule designated by the City.
- e. The Contractor shall provide data in a format that is readable by the City using commonly available commercial off-the-shelf software as designated by the City and per delivery schedule identified by the City.

6. Integration Requirements

- a. The City assumes and requires that the Contractor's solution, which may include one (1) or more systems and/or third-party systems, will be integrated by the time of contract execution as would be necessary to meet the requirements for their specific service.
- b. The Contractor shall utilize open-source Application Programming Interface (APIs) that allow for current and future integration with third parties.

- c. The Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR systems, mobile payment, parking permits, and pay-by-plate pay stations, and occupancy and data collection systems.
- d. Timely data exchanges are required for efficient and accurate parking operations. The latency between any two (2) systems shall not exceed an average of 60 seconds for every 100 consecutive transactions. The latency measurement shall be defined as when a data request is made or data is sent and when the data is delivered and viewable to any end user.
- e. If latency is observed in excess of 60 seconds, the Contractor will work with the City to measure it, identify the point of default, and correct the default within two (2) weeks after identifying the observed deficiency.
- f. The City may consider custom integration, which is nonstandard and not identified in the Request For Proposal (RFP). The Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed-upon cost and schedule, which will be memorialized in an amendment to the resulting contract from this RFP.
- g. Batch data transfer may be considered for specific integrations at the sole discretion of the City.
- h. The Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. If the data formats of the City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.
- i. The Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot, and complete necessary integration as defined by the City.
- j. If two (2) or more Contractors cannot agree on the methodology for any integration, the City will select the method that is most advantageous for the City.
- k. The Contractor shall be able to transfer daily batch reports (flat file) with City-defined data fields to a City-defined location or system.

7. Warranty & Support Services

- a. The Contractor shall include a minimum of a one (1)-year hardware warranty for any hardware delivered to the City.

- b. The hardware warranty shall be effective on the same day for all hardware in the initial order, becoming effective on the last day of installation or 90 days from delivery, whichever comes first.
- c. The Contractor shall provide extended hardware warranty options.
- d. The Contractor shall provide a warranty on all software and system solutions for the term of the agreement.
- e. The Contractor shall provide ongoing technical support to keep the LPR system fully functional and accommodate necessary modifications, such as recognition of new plate designs
- f. The Contractor shall provide ongoing support services through the contract term, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8 a.m. to 5 p.m. Pacific Time Zone, seven (7) days per week (excluding federal holidays).
- g. Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within four (4) hours and attempted to be resolved within one (1) business day. Updates shall be provided regularly.
- h. The Contractor shall utilize a ticket tracking system to open, track, and close support requests from the City.
- i. The Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and system performance that detail issues, changes, improvements, and upgrades.
- j. The Contract shall allow the future purchases of additional LPR systems to be integrated into the existing City's instance for the term of the agreement.
- k. If available, the Contractor shall provide the City access to the manufacturer's trainings and certifications.

8. Training

- a. The Contractor will provide comprehensive training as part of the solution implementation. Multiple sessions will be necessary. The City requires training for multiple teams and departments.
- b. The Contractor shall submit operational manuals and training for City staff in various roles (enforcement officer, enforcement supervisor, analysts, etc.), including technical bulletins that identify product notifications, technology updates, lessons learned from other installations, and overall LPR system and performance details, including software

and firmware upgrades with an explanation of features and improvements, with each software release, but at a minimum quarterly frequency.

- c. The Contractor shall provide a training plan prior to installation that includes, but is not limited to, all functionality of system operations, cameras, in vehicle-units, back office, and reporting. The training plan shall include:
 - Types of the training course with a target audience
 - Description of the course
 - Length of course
 - Method of training (video conference, in person, etc.)
 - Prerequisites for the training course
- d. The Contractor shall provide training in person or via video conference as is most appropriate for the topic. At a minimum, the Contractor will provide at least one (1) day of onsite/in-person training.
- e. The City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.
- f. The Contractor will provide the necessary training to the City for any new, upgraded, or additional functionality provided during the contract term.
- g. The City may request additional in-person training sessions. The Contractor will provide a quote for services within one (1) week and perform that training within four (4) weeks of the City's request.
- h. The Contractor shall supply and keep current digital copies of all operations, training, and user manuals, which include detailed instructions for operating the entire solution.

9. LPR System Requirements

Contractor and City agree that the annual liquidated damages shall be limited to the amount paid or due to the Contractor by the City during a one (1)-year period except in the initial 12-month period of this Agreement, where liquidated damages shall be limited to 30% of the amount paid or due to the Contractor by the City during the initial 12-month period of this Agreement. The Contractor agrees to pay (or provide invoice credit) these amounts to the City as set forth:

- a. **LPR System Wide or Hosting Failure:** Any failure of the Contractor's solution that prevents use of all the City's LPR systems and/or hosted instance for more than one (1) hour shall result in damages of \$500 per hour, not to exceed \$1000 within a 24-

hour period. City shall provide Contractor with a four (4) hour written (email) notice to respond and repair the failure prior to being entitled to this liquidated damage. City approved (written) planned outages for maintenance will not be subject to liquidated damages.

- b. **Systemic Hardware or Software Issue:** Any hardware or software failure that affects 25% (or 50% if less than five (5) LPS systems are installed) or more of the City's fleet at one (1) time which causes in inability to operate the LPR systems shall result in damages of \$25 per 24-hour period per LPR system. Upon City written (email) notice to the Contractor, the Contractor will have ten (10) calendar days to correct the hardware failure, up to and including specific component replacement, prior to the City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor to correct the failure.
- c. **Return Merchandise Authorization (RMA) Fulfillment:** Any failure to process and ship an RMA or provide notification to the City with a reasonable explanation for delay, within 14 days of the receipt of the shipment from the City, shall result in damages of \$100 per day until the City receives the return RMA shipment. The first occurrence of this failure will result in a written warning by the City with no damages applied. Any subsequent failures will incur this liquidated damage without notice being required by the City.
- d. **Support Response Time:** Failure of Contractor to provide a response to City support requests or inquiries within 48 hours, excluding City holidays, shall result in damages of \$250 per 24-hour period until the City receives a response. The first occurrence of this failure will result in a written warning by the City with no damages applied. Any subsequent failures will incur this liquidated damage without notice being required by the City.

**EXHIBIT B
APPROVED FEE SCHEDULE**

Contractor’s Fee Schedule is set forth in the table below. Any “Other Ongoing Fees” identified in this Fee Schedule shall not be enacted or billed unless approved in advance by the City’s Public Works Director or authorized representative in writing. The total compensation under this Agreement shall not exceed \$327,635.

Hardware		
Part	Price	Notes
Consumables (CAB-MAT)	\$125.00	
AU-K-C2Z3-850 (AutoVu™ SharpZ3 850nm CITY KIT)	\$14,170.78	
LPR-COMPUTING-KIT - includes three (3) years of NetCloud	\$8,644.44	
AU-H-Z3-OPTSNAV-DR (advanced GPS with Dead Reckoning)	\$1,147.06	
AU-K-ODOSENSOR (Mobile Road Speed Sensor)	\$412.94	
AU-H-Z3-NAVANT (GPS Antenna for SharpZ3)	\$194.32	
AU-H-Z3-NAVCONNECTOR (Connector for Nav module)	\$24.09	
Freight	\$75.00	
Training – One (1) full day	\$1,480.00	
LPR Installation On-Site	\$13,500.00	
Project Management	\$2,500.00	
Travel/Mobilization	\$6,500.00	
Remote Config and Hardware Bench Testing	\$ 2,960.00	
AutoVu Certification - per person, travel not included	\$1,500.00	Optional
Five (5)-year Advanced Swap Warranty	\$8,263.06	

Annual Fees		
Part	Price	Notes
EyeP Support	\$8,000.00	
Training on-site (every six (6) months or as needed remotely)	\$1,980.00	Optional
Operator E-Learning on Genetec University LMS (per person)	\$350.00	Optional
AutoVu Managed Services (Gov. Compliant 2.0)	\$4,954.74	
Third Party AMS Data Exporter	\$942.63	
AMS Pay-By-Plate Multi	\$282.35	
Dixon Resources SDK Subscription	\$58.88	
AutoVu Managed Services Patroller Connection (Gov. Cloud)	\$416.84	
Genetec Platelink	\$225.88	
Other Ongoing Fees		
Outside normal support contract - IT/LPR engineering business hours remote (One (1) hour minimum)	\$185.00	Hourly. Optional.
Outside normal support contract - IT/LPR engineering after hours remote (One (1) hour minimum)	\$277.00	Hourly. Optional.
Mobilization/travel charge	\$500.00	Per Trip. Optional.
Outside normal support contract - IT/LPR engineering business hours on-site (Four (4) hour minimum calculated at \$185/hour)	\$740.00	Hourly. Optional.
Additional certifications if more than two (2) needed	\$1,500.00	Per person. Optional.
CradlePoint NetCloud service (first three (3) years included) - per device starting year four (4)	\$380.00	Per device. Optional.