

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated May 21, 2024 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Walker Consultants, Inc., a Michigan Corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City issued Request for Proposals No. 1322-24 on March 6, 2024, titled “Citywide Parking Management Study”. Consultant submitted a proposal dated April 8, 2024, in response to the RFP.

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 as an independent contractor 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 a comprehensive parking management study for on and off-street public parking in the City’s two business districts, 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 Consultant Representative shall be Steffen Turoff, Principal and Relationship Manager (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. 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 or under its supervision, 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 from the Effective Date through October 31, 2025, 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 the total not-to-exceed sum of \$249,970 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$249,970 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. 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.

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 agents shall have control over the conduct of Consultant or any of Consultant's employees, 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, 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 and Hold Harmless.

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 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 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, 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.

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.

3) 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.

4) 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 this subparagraph A.2).

5) 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. 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:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 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.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self

insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages

required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:

Attn: Erik Zandvliet
City of Manhattan Beach

If to Consultant:

Steffan Turoff, Principal
Walker Consultants, Inc.

1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5522
Email: ezandvliet@manhattanbeach.gov

707 Wilshire Blvd, Suite 3650
Los Angeles, CA 90017

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant 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 Consultant. 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 Consultant under this Agreement up to the amount of the cost of correction.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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:

Walker Consultants, Inc.,
a Michigan Corporation

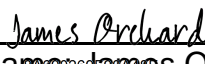
By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:


5/14/2024
By: _____
CF37B0FBA6BC464
Name: Steffan Turoff
Title: Director, Relationship Manager

ATTEST:


By: _____
Name: Liza Tamura
Title: City Clerk

DocuSigned by:

5/14/2024
By: _____
Name: James Orchard
Title: Secretary-Treasurer

APPROVED AS TO FORM:

DocuSigned by:

5/14/2024
By: _____
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Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

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5/14/2024
By: _____
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Name: Steve Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

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5/14/2024
By: _____
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Name: Talyn Mirzakhonian
Title: Community Development
Director

**EXHIBIT A
SCOPE OF SERVICES**

**CITY OF MANHATTAN BEACH
CITY PARKING MANAGEMENT STUDY
SCOPE OF WORK**

PROJECT DESCRIPTION

The Citywide Parking Management Study will be an analysis of current and future parking demand in the Downtown and North End business districts; an evaluation of potential parking and curbside management strategies to efficiently manage multi-modal transportation needs; and a comprehensive toolkit of parking and curbside management strategies to equitably manage customer, employee, visitor and resident parking needs. City staff will manage the consultant's efforts, public outreach and meetings related to the study. The study will support an update of the Local Coastal Plan related to planned changes in the City's zoning code, as well as development of an outdoor dining program anticipated to incrementally increase parking demand.

The overall goals of this project are the following:

- Improve the efficiency of existing parking resources;
- Provide sufficient parking capacity for existing and planned parking needs of all transportation modes, including vehicles, EV's, shuttles, accessible parking, rideshare, delivery vehicles, bicycles, and personal motorized devices;
- Assess the need for future public parking based on current and proposed developments;
- Implement parking technology to improve the public parking experience, including app-based location and payment services;
- Develop transportation demand management strategies to reduce parking demand;
- Determine opportunities for new parking facilities, shared parking and public/private partnerships to meet short and long-term parking demand;
- Develop strategies to leverage existing parking facilities and programs to maximize parking utilization including pricing, permitting, incentives and restrictions;
- Develop an Implementation Plan for all recommendations, including prioritization, timelines and potential funding sources; and,
- Consider at all times the City's unique character, stakeholders (residents, businesses and visitors), coastal access, and the future of mobility and parking.

The Study will build on other recent and ongoing land use plans and studies to realize a new vision for sustainable growth, multimodal access, and economic vitality while minimizing auto congestion and associated impacts. The Study will also recognize evolving technology and future trends in parking systems, management strategies, and service delivery.

SCOPE OF WORK

Task 1: Project Management, Meetings, & Coordination

The Consultant will provide full oversight of the project scope and coordination with the City. Consultant staff shall lead all meetings with the City staff. Consultant staff shall organize a kick-off meeting to present an outline of their work plan, obtain a clear understanding of the project elements involved, and establish a task schedule and set working parameters. Consultant shall set up a separate scoping meeting prior to the data collection task to refine the method and parameters of the parking utilization study.

Progress meetings will occur at a minimum of every two weeks throughout the duration of the Project, and may be conducted by conference call, or as virtual or in-person meetings. The Consultant shall also provide project administration including necessary project meeting agendas, meeting minutes/notes, and project schedule updates. All project related meetings shall be included in the overall fee proposal.

The Consultant shall attend and/or make presentations at a minimum of four public workshops and/or other public meetings to be scheduled at the discretion of the City. Such meetings may include presentations to groups such as the California Coastal Commission (CCC), Downtown Manhattan Beach Business and Professional Association (DBPA), Manhattan Beach Parking and Public Improvements Commission (PPIC), Manhattan Beach Planning Commission, Long Term Outdoor Dining Task Force or other stakeholder groups. The Consultant will be responsible for the creation, printing, and distribution of presentation materials for public workshops and meetings. The Consultant shall organize and conduct stakeholder meetings as noted in the Stakeholder Outreach task.

The Consultant shall visit all study areas at various times to fully understand and document the infrastructure, conditions and dynamics that influence public parking demand within the City.

Deliverables: Meeting agendas, attendance and notes, slide presentations, project schedules, public meeting notices and flyers, advertising in local publications and large sized documents in formats compatible to City software applications.

Task 2: Records and Parking Operations Review

The City will make all applicable record documents accessible to the Consultant and will provide guidance and assistance necessary to obtain the information required for reference. The Consultant shall further research, obtain, and consider all available records related to parking policies, studies and operations in the City, including, but not limited to the following:

- Prior parking studies, reports and analyses, including but not limited to the 1984, 1990, 1998 and 2008 Downtown Parking Studies, and the El Porto Beach Parking Studies;
- General and specific plans, including the Local Coastal Plan, Mobility Element Update, 2016 Downtown Design Guidelines (and Downtown Specific Plan background documents), City Wayfinding Plan, and 2023 City Parking Assessment Report;
- Parking supply and demand study related to the Long Term Outdoor Dining Work Plan (MIG)
- Current and planned public parking projects;
- City development and construction standards;
- Municipal, state and federal codes to the degree that they are related to the Scope of Work;
- Existing City parking permit programs;
- Prior parking meter and parking permit studies;
- Parking Fund revenue and expenditure history; and
- Current parking enforcement practices and fines.

Deliverables: Summary of findings and conclusions of prior studies to be used as a basis for comparison to current trends

Task 3: Review Existing Parking Supply

Consultant shall complete the following:

- A. Define study boundaries, parking types and parking areas for public parking supply data collection and analysis. The parking types include metered, unmetered, on-street, off-street, time-limit, hours of operation, user restrictions, etc. The parking areas include parking lots, parking structure levels and street segments.
- B. Conduct and tabulate an inventory of all existing public parking spaces, including meters, and public parking lots. Prepare a map of existing parking for each commercial area.
- C. Conduct a field inventory and tabulate each parking type within each parking area for the two commercial areas, including but not limited to metered, time limit, reserved, permit, unrestricted, EV, HOV, accessible, loading and bicycle parking.
- D. Tabulate total parking supply for each public parking area by parking type for the two commercial areas.
- E. Prepare a graphic map of existing parking supply locations for each of the two commercial areas.

Deliverables: Study boundary maps, parking supply tables, parking supply maps for each commercial area in formats compatible to City software applications.

Task 4: Parking Data Collection

The Consultant shall complete the following:

- A. Conduct seasonal parking utilization and turnover surveys of all existing public parking spaces within the two commercial areas:
 - i. Peak season parking data collection with vehicle turnover study (Summer 2024)
 - ii. Off-peak season parking data collection with no vehicle turnover study (Fall 2024)
- B. Summarize parking utilization for each parking space type and parking area in tabular and graphic formats for subsequent analysis. Parking data shall also be summarized by time, day, season and geographical location to determine key problem areas.

The proposed method to complete the parking data collection for each season is described below:

- A. Develop a data collection plan and obtain approval for the method of logging parking duration prior to the first data collection date;
- B. All weekday counts shall be conducted for four days on consecutive Thursdays and Fridays; merchant permit counts shall be made on three peak season weekdays only.
- C. All weekend counts shall be conducted on two Saturdays;
- D. All peak season counts shall be made hourly within each commercial area; all off-season counts shall be made in two-hour intervals within each commercial area
- E. All counts shall be conducted during a 13-hour period beginning at 8am and ending at 10pm;
- F. All counts shall be made on non-rain days without special events or non-typical parking conditions;
- G. On-street and off-street parking counts shall be made concurrently on the same days and same time;
- H. Parking data collection shall be conducted by a sufficient number of individuals to record occupancy of all parking spaces in a one hour period within each commercial area;
- I. The parking counts shall be conducted using the same route and sequence;
- J. The parking data consultant shall notify the City at least three days prior to conducting counts; and,
- K. Tabulate and summarize vehicle parking occupancy counts by day, parking type, parking area, merchant/City permit and public/private spaces on an Excel spreadsheet. The City shall review and approve the proposed spreadsheet layout prior to submittal.

Deliverables: Parking utilization tables and summaries for each parking type, parking area and commercial area, and parking maps for each commercial area in formats compatible to City software applications.

Task 5: Stakeholder Outreach and Engagement

The City prides itself on having extensive public engagement on projects that impact the community. Therefore, it is important that public participation occur at times when the public can influence elements of the project. The Consultant shall propose a methodology for engaging stakeholder groups including affected residents, businesses, property owners, visitors, customers and other affected stakeholder groups. The intent of the stakeholder outreach is to interview stakeholders (including City staff, North End and Downtown customers, residents, businesses and beachgoers), to understand the specific parking issues that affect those stakeholders and to solicit feedback on potential toolkit solutions. At least one community meeting for each commercial area and two additional targeted stakeholder meetings shall be included in the proposal. The Consultant shall be responsible for the creation of engagement materials, including social media announcements (Facebook, Twitter, Instagram, City social media), flyers, and presentations. Findings from public meetings shall be considered when developing the parking strategies and be included in the final report. The City is open to additional strategies and approaches to enhance community engagement at the recommendation of the Consultant.

Deliverables: Agendas, reports, minutes, notes and presentation materials for public outreach efforts in formats compatible to City software applications.

Task 6: Existing Parking Condition Analysis

The Consultant shall complete the following:

- A. Analyze parking counts to determine utilization and duration of parking demand;
- B. Determine merchant permit usage percentage and parking space utilization;
- C. Compare new parking utilization results in Downtown to the 2008 utilization study;
- D. Evaluate the effectiveness of the parking management solutions implemented pursuant to the 2008 Downtown Parking Management Plan;
- E. Determine extent of overflow parking in surrounding residential areas;
- F. Analyze bicycle parking facilities and needs;
- G. Analyze current parking enforcement systems, practices and fees; and,
- H. Analyze current merchant parking permit program and utilization.

Deliverables: Parking utilization maps and tables for various parking types and locations. Discussion and analysis shall be provided in study report in formats compatible to City software applications.

Task 7: Future Parking Demand Analysis

The Consultant shall complete the following:

- A. Estimate future parking demand based on an analysis of existing zoning, potential redevelopment of underutilized sites, including possible mixed-use scenarios;
- B. Discuss any deficiencies in current parking code requirements that potentially create unbalanced parking demand and supply conditions in downtown;
- C. Evaluate current and future non-residential parking impact on surrounding residential neighborhoods adjacent to the two commercial study areas. Identify additional locations and best practices that can be incorporated into the existing resident parking permit programs;
- D. Evaluate potential impacts to future parking demand and supply by commercial loading and alternate transportation modes (e.g., commercial deliveries, passenger loading, ridesharing, EVs, micro-transit, autonomous vehicles, e-bikes, and accessible parking zones);
- E. Determine recommended quantity of each type of parking use in each commercial area based on the study findings, such as time-limit parking, metered parking, short-term and long-term parking, merchant parking permits and spaces, EV parking, bicycle parking, accessible parking, etc;
- F. Assess the need for additional parking in the two commercial areas based on future land use parking demand projections;
- G. Discuss alternatives to encourage use of underutilized parking locations for certain long-term users;
- H. Discuss the potential for future mixed use housing developments and Accessory Dwelling Units (ADUs) to increase public parking demand in the two commercial areas;
- I. Discuss effects of current and proposed land use codes on future parking demand; and,
- J. Evaluate the feasibility of increasing parking supply versus reducing parking demand through travel demand management, remote parking facilities with shuttles and other parking reduction strategies.

Deliverables: Discussion and analysis shall be provided in study report.

Task 8: Parking Management Strategies and Toolkit

The Consultant shall evaluate and complete the following:

- A. Develop and recommend strategies to address existing and future parking, loading and circulation needs for visitors, customers, employees and residents in the two commercial study areas;

- B. Develop recommendations to improve the merchant parking program and resident parking permit program;
- C. Develop recommendations to improve the City's enforcement of the existing and proposed parking management strategies, including but not limited to technology solutions;
- D. Evaluate and recommend changes to the meter fee structure (i.e. meter rates, demand pricing and payment methods) to achieve optimal parking utilization and discourage parking abuse;
- E. Recommend potential changes to public parking restrictions to maximize parking utilization while discouraging employee parking in certain parking zones;
- F. Identify and evaluate potential public and private properties that could satisfy current and projected parking needs by constructing and/or sharing parking facilities;
- G. Recommend changes to regulatory and zoning code requirements to address future parking demand and supply related to new development;
- H. Recommend potential parking strategies to reduce overflow non-resident parking in residential areas;
- I. Discuss and recommend state-of-the-art smart city parking management systems for both on-street and off-street parking;
- J. Provide recommendations for transportation demand management measures and alternate transportation mode incentives;
- K. Evaluate and recommend parking information and social media strategies and other marketing efforts to reduce parking demand;
- L. Evaluate the potential for a shared bicycle program or expanded bicycle facilities to reduce vehicle parking demand in the Downtown and North End business districts.
- M. Evaluate the traffic flow implications of the various recommended parking management strategies, if applicable;
- N. Evaluate parking solutions that have been used in other similarly sized beach cities to identify best practices and solutions;
- O. Prepare a comprehensive list of short- and long-term recommended parking strategies to address issues identified above, such as over- or underutilized parking areas, meter rates, meter duration, time limit parking, on-street vs. off-street parking policies, private parking usage, merchant parking program, zoning code incentives/disincentives, specialized parking, etc;
- P. Conduct a fiscal analysis to determine potential funding opportunities (i.e. grants, business improvement districts, assessments, in-lieu parking fee, public-private partnerships, developer fees) and revenue sources (i.e. meter rates, permit fees) for the implementation of the recommended parking strategies;
- Q. Evaluate the recommended parking strategies for compliance with and support of the City's Local Coastal Plan.

- Deliverables: Discussion and recommendations shall be provided in study report.

Task 9: Draft and Final Citywide Parking Management Study Report

The Consultant shall prepare a comprehensive report that provides a complete discussion of inter-related parking dynamics of the above tasks. The report should review input based on collected data and stakeholder input, using that input to identify issues that need to be addressed and potential recommendations for consideration. The analysis shall include an understanding of current efforts and concerns and must provide actionable recommendations/changes with a pros and cons analysis for short and long-term implementation timeframes.

The Consultant shall provide two drafts and one final report that summarizes and provides documentation, tables, figures and maps to describe and illustrate the findings and results of the above tasks. The report should reflect the following outcomes:

- A realistic plan for more effective use of parking and better management of the public parking facilities in the two commercial areas;
- Credible information that can be communicated to the public and stakeholders;
- A parking system that contributes to a positive image of the City;
- A parking system that supports livability and economic development in the commercial areas including provisions for bicycle parking and alternate transportation modes; and
- A parking system that deploys the latest technology to improve the user experience with sustainable revenue and expense goals.

Consultant shall include and complete other tasks as deemed necessary for the accomplishment of a complete and comprehensive parking study and strategic plan. Consultant shall be expected to expand on the above-noted tasks where appropriate, and provide suggestions that might lead to efficiencies and enhance the results or usefulness of the study.

- Deliverables: Electronic and two printed copies each of the draft reports and final report, complete with associated tables, figures and appendices. Electronic copies shall be in a commonly accessible format (MS Office and PDF). All work associated with the project, draft or final and/or electronic format, shall be the property of the City of Manhattan Beach.

EXHIBIT B
APPROVED FEE SCHEDULE



1322-24 Citywide Parking Management Study
Prepared for City of Manhattan Beach

Cost Proposal

Project Team	Hourly Rate	Task 1		Task 2		Task 3		Task 4 A		Task 5		Task 6		Task 7		Task 8		Task 9		Total	
		Project Management and Administration	Records and Parking Operations Review	Review Existing Supply	Parking Data Collection*	Stakeholder Outreach and Engagement	Existing Parking Condition Analysis	Future Parking Demand Analysis	Parking Management Strategies and Toolkit	Draft and Final Citywide Parking Management Study report	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours
Walker Consultants (Prime)		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Steffen Turoff- Principal in Charge	280	30	\$8,400		\$-		\$-		\$-	22	\$6,160		\$-	3	\$840	5	\$1,400	60	\$16,800		
Jeff Weckstein- Project Manager	265	40	\$10,600	2	\$530	16	\$4,240	36	\$9,540	22	\$5,830	10	\$2,650	5	\$1,325	8	\$2,120	12	\$3,180	151	\$40,015
Tania Schleck- Lead Planner	190	8	\$1,520	12	\$2,280	16	\$3,040	40	\$7,600	8	\$1,520	25	\$4,750	20	\$3,800	20	\$3,800	24	\$4,560	173	\$32,870
Jonathan Wicks- Operations & Technology	225	2	\$450	2	\$450		\$-	8	\$1,800	2	\$450	5	\$1,125	2	\$450	5	\$1,125	2	\$450	28	\$6,300
Ben Weber- Bike Mobility Expert	225	4	\$900	5	\$1,125	10	\$2,250		\$-	3	\$675	5	\$1,125	2	\$450	10	\$2,250	6	\$1,350	45	\$10,125
Parking/Production Analysts	175	20	\$3,500	11	\$1,925	20	\$3,500	560	\$98,000	20	\$3,500	40	\$7,000	10	\$1,750	20	\$3,500	35	\$6,125	736	\$128,800
Project Coordinator	135	40	\$5,400		\$-		\$-		\$-	40	\$5,400		\$-		\$-	4	\$540	4	\$540	88	\$11,880
Chrissy Mancini-Nichols- Technical Advisor- Parklet and Curb Nexus Planning	265	2	\$530		\$-		\$-		\$-	2	\$530	2	\$530	2	\$530	2	\$530	2	\$530	12	\$3,180
	Total	146	\$31,300	32	\$6,310	62	\$13,030	644	\$116,940	119	\$24,065	87	\$17,180	41	\$8,305	72	\$14,705	90	\$18,135	1293	\$249,970

Note: Scope/fee can be modified based on the agreed upon study area and the number and frequency of data collection activities, as well as other changes to the proposed Scope of Work.

Note: Our team is local, accessible, and ready to serve you and your stakeholders. Rates/fee are inclusive of all typical project expenses.

Note: Walker proposes to provide the scope of services for a lump sum fee of **\$249,970**, and will invoice the City monthly based on the percent complete for each task. The above hours breakdown is for illustrative purposes.