

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MANHATTAN BEACH AND PARKMOBILE, LLC

This Professional Services Agreement (“Agreement”) is between the City of Manhattan Beach, a California municipal corporation (“City”) and ParkMobile, LLC a Delaware limited liability company (“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. 1337-26 on August 18, 2025, titled Pay By Plate Pay Stations and Associated Mobile Parking Payment System. Contractor submitted a proposal dated September 15, 2025, 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 Pay By Plate Pay Stations and Associated Mobile Parking Payment System 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.

1) Contractor shall use only the only materials and Products described in **Exhibit A** in performing the Services. Any deviation from the materials or Products described in **Exhibit A** shall not be permitted unless approved in advance in writing by the City Representative.

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 Thomas Burton, Regional Sales Manager (the “Contractor Representative”). 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.

H. Prevailing Wages and Payment Bond. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto. In addition, Contractor, and any Subcontractors, if any, shall obtain and submit a signed and notarized copy to City of a payment bond in an amount that is not less than 100% of the Maximum Compensation. The required Payment Bond (Labor and Materials) form is attached hereto as **Exhibit D**.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through February 17, 2029, unless sooner terminated as provided in Section 12 of this Agreement or extended. The Public Works Director or designee 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 at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$2,428,310 (the “Maximum Compensation”) for such Services.

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

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the 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 to invoices@manhattanbeach.gov, 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 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 may have access to financial, accounting, statistical, and personnel data of the City, City officials, City employees, City contractors, and other

individuals, trade secrets, and/or other information that may be protected under other applicable laws relating to privacy, confidentiality and/or privilege. 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. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Data Security.

A. 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. Upon completion, suspension or termination of the Agreement, all deliverables required to be produced in connection with the performance of the Agreement shall be deemed the property of City and may be used or reused without Contractor's permission.

B. 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 be address the following: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to

the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City 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 City 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.

C. 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.

D. 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 City 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 City 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.

E. 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.

F. 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, attorneys, and all costs associated therewith (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,, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as defined in this section, 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 Contractor's cyber liability insurance policy limits required by 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 as follows:

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. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

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 limit 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 and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 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 limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 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 Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. 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. 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 City in the care, custody, or control of Contractor.

6) Umbrella or Excess Policies. 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.

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

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

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

3) 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.

C. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer authorized 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.

D. Additional Insured. The commercial general, automobile liability and cyber 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.

E. Primary and Non-Contributing. For any claims related to this contract, Contractor's insurance coverage shall be primary and non-contributory, with coverage at least as broad as ISO CG 20 01 12 19 as respects the City, its officers, officials, employees, and volunteers.

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

G. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

H. Broader Coverage/Higher Limits. If 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.

I. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general, automobile and cyber 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, Contractor 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.

J. City Remedy for Noncompliance. If Contractor 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 Contractor'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 Contractor's expense, the premium thereon.

Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

K. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with the original certificate or certificates of insurance and all amendatory endorsements evidencing and effecting the coverages required under this Section. 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 policies and endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor 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. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

M. Subcontractor Insurance Requirements. Contractor 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.

N. 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 City 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 thirty (30) 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:

Thomas Burton, Regional Sales
Manager
ParkMobile, LLC
1075 Peachtree Street NE
Suite 3100
Atlanta, Georgia 30309
(470) 905-2521
thomas.burton@arrive.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
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.

36. Intellectual property ownership

A. City Data. City Data remains the sole and exclusive property of City. City grants Contractor a perpetual, irrevocable, royalty-free license to use City Data in connection with the MPP Services and Parking Hardware System.

B. Contractor IP. City acknowledges that, as between City and Contractor, Contractor owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Parking Platform. ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of Contractor. City will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that Contractor will not sublicense or provide any PCI Data to City. Resultant Data. Resultant Data remains the sole and exclusive property of Contractor. Contractor grants City a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for City's internal use in connection with the MPP Services and the Parking Hardware System.

C. Definitions:

1) "City Data" means any data specific to City's operation that is provided by City to Contractor to be used in the provision of MPP Services or Parking Hardware System products, services or solutions that is not available to Contractor publicly or by other means.

2) "IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

3) "MPP Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Contractor that are made available to City to administer, configure, manage and/or monitor, with respect to the MPP Services, parking sessions, parking rates, and/or parking restrictions associated with City's parking locations.

4) "MPP Services" means the ParkMobile Application, the MPP Platform, and all other related services provided by Contractor for the provision of On Demand Services and Reservations Services, as applicable.

5) "Parking Hardware" means the physical equipment used to facilitate the collection of parking fees in accordance with this Agreement. It may include, but is not limited to, parking meters and pay stations. It does not include software or mobile applications.

6) "Parking Hardware SaaS" means a software-as-a-service solution that is integrated with, or enables, the operation, monitoring or management of the Parking Hardware. to which access is provided to City pursuant to the Agreement with, and for the period set forth, in the Agreement. This includes cloud-based platforms that provide real-time data collection, system diagnostics, analytics, payment processing, remote configuration or enforcement support for the Parking Hardware. It does not include the ParkMobile Application or MPP Platform.

7) "Parking Hardware System" means the Parking Hardware and the Parking Hardware SaaS.

8) "Parking Platform" means both the MPP Service and Parking Hardware SaaS service. Except as explicitly stated in the Agreement, nothing grants any right, title, or interest in any IP Rights in or relating to, the goods, services and/or solutions furnished as, or in connection with, the Parking Hardware System, whether expressly, by implication, estoppel, or otherwise, and all right, title, and interest therein are owed by and will remain with Contractor.

9) "ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile, LLC and that are made available to the general public in connection with the MPP Services, and that facilitates the payment of parking transactions associated with the MPP Services.

10) "ParkMobile User" means an end user that uses the ParkMobile Application or Parking Hardware System goods or services.

11) "ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application or Parking Hardware System goods or services.

12) "Resultant Data" means data and information related to City's, authorized users' and/or ParkMobile Users' use of the MPP Services and Parking Hardware System that is used by Contractor in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the MPP Services and furnishing of Parking Hardware products, services or solutions including without limitation, Parking Hardware SaaS.

[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:

ParkMobile, LLC
a Delaware limited liability company

By: _____

Name: Talyn Mirzakhonian
Title: City Manager
Date:

Signed by:

By: _____
A387EF8AD0F34DE...

Name: Eden Doniger
Title: Secretary
Date: 2/10/2026

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

Signed by:

By: _____
77A0BDD0F556475...

Name: Justin Clifford
Title: Treasurer
Date: 2/10/2026

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 WORK

Contractor shall provide a complete, turnkey Pay-By-Plate Pay Station system and associated Mobile Parking Payment System for the City of Manhattan Beach. Services shall include, but are not limited to, system design, equipment manufacturing and delivery, software, installation support, system configuration, integration, testing, training, ongoing support, and maintenance for the term of the Agreement.

The system shall support approximately 130–140 pay stations serving both on-street and off-street parking locations. Final quantities and locations shall be determined by the City.

Contractor shall perform the services and comply with all requirements and obligations set forth in the Scope of Work.

1. Pay-by-Plate Pay Stations

1.1 General Requirements

- a. Pay stations must be able to store at least ten (10) different rate structures configurable by time of day, length of stay, day of the week and month. The technology must allow simultaneous rate structures to be deployed to different pay stations, including static/fixed rates and fixed and escalating hourly rates.
- b. Pay stations shall accommodate a pre-payment option (payments made in advance of operating hours).
- c. Pay station technology must be simple to understand and easy to use for both the client and paying customers.
- d. The customer shall be able to complete a transaction in as few steps/screens as possible.
- e. All technology included in the solution must be reliable, easy to maintain, and secure both physically and virtually.
- f. Pay stations shall include a large lighted screen to display relevant policy and parking information, rather than using signs or decals posted on the hardware. The City prefers a touch screen as the primary interface for the customer. The pay stations shall be able to electronically display the following to the motorist with minimal effort:
 - i. Rate Option
 - ii. Days and hours of operation
 - iii. Customer instructions
- g. Contractor must offer strong customer support seven (7) days a week.
- h. All technology, eq2024,ent, and systems shal2024, ADA-compliant to the latest state and federal standards at the time of proposal submission, including but not limited to, all related federal specifications from the Title II, Subpart H - Web and Mobile Accessibility (28 CFR §§ 35.200 - 35.205) published in the Federal Register on April 24, 2024; Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way

issued on July 3, 2024 and best practices for accessible digital content, including but not limited to Section 508 of the Rehabilitation Act of 1973.

- i. All materials and components of the pay stations shall be new (the most current model or version), unused, and not refurbished. Contractor may submit the option for use of refurbished (like new) parts, in which case, the Contractor must clearly state which part(s) may optionally be selected by the City and any related cost savings.
- j. Pay stations shall have a modular design. Components shall be able to be quickly changed in the field and, to the extent possible, interchangeable between pay stations.
- k. All Pay station electronic components, connections, and wiring shall be fully weatherproofed and rated for outdoor use.
- l. Pay stations shall be weather, rust, and graffiti resistant and made of stainless steel or an equivalent non-corrosive material.
- m. Pay stations shall have additional external lighting or internal illumination for after-dark usage and limit the effects of sun glare.
- n. Pay stations shall wirelessly communicate usage, payment status, pay station access, and maintenance alert data in real-time through a contractor-provided cellular plan.
- o. Pay stations shall be managed by a web-based parking management system or Pay Station Management System (PSMS).
- p. Pay stations and PSMS shall be easy to use, with customizable tariff naming and the ability to download rates onto customizable, user-defined groups for individual or grouped pay stations.
- q. Pay stations and all 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 found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), sand, salt, and vibrations. Pay station cabinets shall be dust and water resistant.

1.2 Wireless Two-Way Communications

- a. Pay stations shall be equipped with a modem, antenna, and all required software to support wireless communications.
- b. The wireless service will be supplied by the Contractor, who shall be responsible for maintaining and updating the service to ensure system uptime above 99% during parking hours of operation.
- c. The wireless communication service and related modem (or other equipment) shall be operational for at least six (6) years from the date of the equipment's delivery.
- d. After six (6) years, if at no fault of the Contractor, the cellular carrier cancels the current communication service or the service is no longer supported by carrier, Contractor will provide written notification to the City at least one year in advance of the cancellation and provide support to the City for upgrading the pay stations at the lowest possible cost with a service and equipment that will be operational for at least six (6) additional years.

- e. If the communication service is cancelled less than six (6) years after equipment delivery, the Contractor will be responsible for upgrading all pay stations, including equipment, software, and on-site physical upgrades at no cost to the City.
- f. If at any time during the agreement, communication service cancellation or degradation is determined to be the fault of the Contractor, the Contractor will be responsible for the upgrade of all pay stations, including equipment, software, and on-site physical upgrade at no cost to the City.
- g. Pay stations shall be able to select from different cellular carriers that may be best for various locations.
- h. Contractor will identify the likely cellular carrier(s) to be used for wireless service and the process of determining the reliability of signal coverage.
- i. Contractor will provide connectivity options besides cellular data, e.g., hardwired, fiber, Wi-Fi, etc.
- j. Pay station transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries.
- k. In the case of communication outages (offline), the pay stations shall be capable of storing transactions (as allowed by Europay, Mastercard, and Visa (EMV) standards), events, and alarms for at least seven (7) days, until communication is restored, at which point the data shall be transmitted to the back-office system.

1.3 Display

- a. Pay stations shall include a touch screen display.
- b. Display shall be easy to read under various daytime and nighttime lighting conditions, including fog, direct sunlight, and at multiple angles.
- c. The display shall be backlit and large enough to legibly read all necessary operating status messages to users and repair personnel. The display must be energy efficient, operate in a solar-charging (or equivalent, as applicable) configuration, and not cause excessive battery drain.
- d. Display shall be scratch and impact resistant.
- e. Current rates and hours must be displayed on the graphic display and remotely programmed.
- f. Display shall allow for the option to inform motorists of the expiration of their paid parking session.
- g. Customers shall be able to select their rate option before submitting payment so that the pay station can translate the amount due and inform the motorist of the payment value.
- h. Display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the PSMS and communicate wirelessly to the pay station at least once per day. The City shall be able to change or adjust the graphic display independent of Contractor support, and there shall be no additional costs for these adjustments.

- i. Display shall have the ability to display special messaging.
- j. Display shall clearly communicate instructions and error messages to the customer. Where possible, alphanumeric and graphical representation is preferred. At a minimum, the display shall be capable of providing the following information:
 - i. Rates
 - ii. Days and hours of pay station operation
 - iii. Related parking regulations
 - iv. Card Read Error – Communicating if the pay station did not appropriately read a motorist’s card.
 - v. Coin Payment Unavailable – Communicating that coin payment is unavailable as a payment method.
 - vi. Card Payment Unavailable – Communicating that bank card payment is unavailable as a payment method.
 - vii. Card Payment Declined – Communicating that the provided bank card was declined and to use another payment method.
 - viii. Out of Order – Communicating that the pay station is entirely out of order.
 - ix. Receipt Unavailable – If applicable, communicate that a printed receipt is unavailable.
 - x. Customizable messages as dictated by the City on one or more screens.
 - xi. Customizable messages on one or more screens notify the motorist of other payment options (e.g., text-to-pay or mobile payment).

1.4 User Interface

- a. All pay station buttons, touch screens, or physical touch points must be vandal-resistant, weatherproof, and corrosion-resistant.
- b. All pay station buttons shall include a lighting feature so a motorist can easily find the button in low-light scenarios.
- c. All pay station buttons, touch screens, or physical touch points shall be easily maintained and replaced as needed.

1.5 Payments

- a. Pay stations must allow payment through multiple channels, including coin and bank card. Bill payment option is not required. Near Field Communication (NFC) payment (including contactless bank cards, Apple Pay, and Google Pay) shall be supported. City shall have the option to order any number of pay stations in any payment configuration.
- b. Pay stations shall accept monies through a jam-resistant coin and bank card interface.
- c. Pay stations shall accept all \$0.05, \$0.10, \$0.25, and \$1 coins in active circulation.

- d. Monies must be deposited directly and stored in secured containers in the pay station's vault area.
- e. Monies must be easy to collect and completed in two (2) minutes or less.
- f. All collection activities should include events reported to the PSMS.
- g. Pay station collection receipt printing shall be optional, allowing for removing specific revenue information from the printed receipt or on-screen details.
- h. Maintenance personnel must be able to easily clear coin jams without special tools and access the coin vault.
- i. Pay station must allow the motorist to pay for a parking transaction at any pay station within a City-defined zone.
- j. Pay station shall allow a motorist to add time to existing transactions; however, the add time feature must disallow the ability to purchase time past the maximum cumulative time allowed by the same license plate within that parking zone.
- k. Pay stations shall be programmed to accept extended payment within applicable City policy requirements.
- l. Pay Stations shall allow for multiple motorist payment receipt options, including, but not limited to, printed receipt, receipt by text, or no receipt.
- m. Contractor, the pay station, the associated communications system, the backend server, and gateway services shall all comply with Payment Card Industry (PCI) Data Security Standard Level 1 certified by a Qualified Security Assessor (QSA) as applicable.
- n. Pay station bank acceptance system will allow and comply with EMV payments.
- o. Contractor will provide a payment gateway for processing bank cards capable of processing Visa, Mastercard, American Express, and Discover.
- p. Contractor shall integrate the payment platform with the City's current merchant processor, or as such merchant processor may be changed throughout the term of the agreement. City reserves the right to change the merchant processors throughout the term of the agreement.

1.6 Clock

- a. Pay station must have a 365-day calendar real-time clock with automatic daylight savings time that completes a time-sync with the server at least once every 24 hours.
- b. Pay station shall either retain the time settings during battery replacements or servicing or accurately reset the time settings without losing prior programming within one minute of restart.
- c. Pay station clock shall be programmable at least one year in advance for automatic daylight saving time changes and shall support any State/Federal changes to Daylight Saving Time.
- d. Pay station clock shall be accurate to within plus or minus two (2) seconds per day (where a day is defined as any given 24-hour period).

- e. Time of day and date shall be available to be viewed in the maintenance screens.

1.7 Power

- a. Pay stations must have the capacity for power from a rechargeable (or equivalent) battery.
- b. All pay stations must include solar recharging capability.
- c. Pay stations must have the option for AC Mains power.
- d. Batteries shall be located in an easily accessible storage area inside the unit that can be changed in less than two (2) minutes and without using specialized tools.
- e. Batteries shall be able to be recharged outside of the pay station.
- f. For environmental reasons, Nickel-Cadmium batteries shall not be used to power the pay stations.
- g. When battery voltage falls below a minimum threshold, the pay station will generate an alert prior to the pay station going out of service.
- h. Battery connections will be designed to resist corrosion and sustain a minimum of five (5) years of service.
- i. Current voltage for rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the PSMS.
- j. All locally stored pay station data will be retained during battery replacement and battery failures for at least seven (7) days.
- k. Contractor shall guarantee a life of at least five (5) years for a battery under normal use. Contractor shall provide training on proper battery care and maintenance to maximize the life of a battery.
- l. Upon the end of the life of a battery, after five (5) years, the Contractor shall provide the option for the City to purchase new batteries for all pay stations within the contracted service period.

1.8 Security

- a. Pay stations shall have high-security locks for all housing and cabinet doors.
- b. Cash vault areas of the pay station shall not be accessible from the maintenance compartment, and access shall require separate keys.
- c. The vault area will be resistant to vandalism, theft, and other attacks that could remove or disable the vault.
- d. Exterior locks shall be internally or flush mounted to reduce visibility to the public.
- e. Exterior locks shall be weather resistant to prevent rust and liquid access inside the pay station.
- f. Exterior locks shall be uniquely keyed for the City, whereas no other client will have the same key or combination.
- g. Pay stations shall be resistant to vandalism, theft, and other attacks.

1.9 Maintenance

- a. The pay station shall be able to be fully maintained by City staff or its designee.
- b. A trained City maintenance technician shall be able to replace the following major components within ten (10) minutes of arriving at the pay station:
 - i. Coin acceptor
 - ii. Bank card reader
 - iii. Main board (CPU)
 - iv. Printer
 - v. Battery
- c. Any other pay station component shall be replaceable by a trained City maintenance technician within a reasonable time period.
- d. Contractor will provide any special tools required for maintenance that are not readily available at a standard hardware store.
- e. Pay station display shall include a maintenance menu, accessible only by credentials available to a maintenance technician.
- f. Pay station maintenance menu shall include the following capabilities:
 - i. View the current status of the pay station
 - ii. View current events, alerts, and/or alarms
 - iii. View current battery voltage
 - iv. Test all available components
 - v. Print test receipt, if applicable
 - vi. Test communication to the PSMS

1.10 Management System

- a. Contractor shall provide and maintain a Pay Station Management System (PSMS) for the contracted term.
- b. Contractor, or their Subcontractor, shall host the PSMS. Contractor shall maintain full responsibility, contractually or otherwise, for any third-party systems or hosting provided as part of this Proposal.
- c. PSMS must provide a secure, web-based back-office system including modules for the following:
 - i. Real-time status of all Pay Stations
 - ii. Real-time and historical events, alert, alarm, and outage data
 - iii. Real-time and historical payment transaction data, including search and look-up capabilities by time, day, location and plate number

- iv. Pay station management features including rate policies, display updates, and more
 - v. Detailed collection reporting to allow for accurate reconciliation of collected cash
 - vi. Detail bank card processing report to allow for accurate reconciliation of bank card transactions
 - vii. Standard and customized reporting capabilities, including the ability to create custom templates for future use.
- d. PSMS shall allow the City to track events and alerts from initiation at the pay station to closing such items once repaired in the field.
 - e. PSMS shall provide the ability to identify pay stations by descriptions, address, and zones. Mapping functionality is a desirable feature.
 - f. PSMS shall easily indicate pay station status and send configuration events, alerts, and alarms to designated personnel via email and text.
 - g. PSMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
 - h. PSMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes, and operating system changes and upgrades with no upcharge for wireless data usage.
 - i. PSMS and pay station shall be able to program and display different rate schedules by time of day, length of stay, and day of the week, including dynamic and progressive rate structures for peak occupancy periods.
 - j. Contractor rate schedules shall be integrated or replicated with other City parking payment systems, such as mobile payment, if applicable, to ensure consistent and accurate rate schedules.
 - k. City staff shall be able to program rates independent of Contractor support with no additional costs associated with these changes.
 - l. PSMS shall include a customizable dashboard that allows the City to display relevant analytics associated with the paid parking program.
 - m. Contract shall offer the ability to integrate data from third-party systems into the PSMS, allowing for a centralized reporting system and inclusion of the data in the dashboard display. Integrations will include, at a minimum, other paid parking technologies for both on and off-street operations.
 - n. PSMS shall allow reports to be exported as Excel, CSVs, and/or PDF files.
 - o. PSMS shall schedule any batch style reporting on demand or by 5 am daily, if applicable.

1.11 Warranty & Contract Support

- a. Contractor shall include a minimum of a one (1)-year hardware warranty.
- b. Contractor shall offer the option of an extended warranty after one (1)-year.

- c. Contractor shall provide a warranty on all software and system solutions for the length of the contract term.
- d. Hardware warranty shall be effective on the same day for all pay stations included in the initial order, becoming effective on the last day of installation of the pay station implementation or 90 days from delivery of all pay stations, whichever comes first.
- e. The hardware warranty shall be effective on the delivery date for any subsequent orders.
- f. Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8 am to 5 pm Pacific Time Zone, seven (7) days per week (excluding City holidays).
- g. Contractor's Help Desk and related staff shall be located in the United States of America.
- h. Contractor shall provide monitoring and services for outages or issues impacting the entire system 24 hours per day, seven (7) days per week.
- i. Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one (1) business day and work shall commence on a resolution. Updates shall be provided regularly.
- j. Contractor shall utilize a ticket tracking system to open, track, and close support requests from the City.
- k. The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.
- l. Contractor shall provide City staff with regular technical bulletins via email, at a minimum of once per month. These bulletins shall include product notifications, technology updates, lessons learned, and/or system performance summaries, detailing any relevant issues, changes, improvements, or upgrades.
- m. Requests for Quotations for parts, equipment, or service from the City must be fulfilled within three (3) business days.
- n. Return Merchandise Authorization (RMA) requests from the City must be addressed within three (3) calendar days. Upon return of equipment to the Contractor, the RMA must be processed, and the return equipment shipped within 14 days/or a status update as to the expected arrival time (ETA).
- o. Shipment of the RMA to the Contractor will be at the cost of the City. Shipment of the return equipment will be at the expense of the Contractor.
- p. RMA shipments to the City must include advance email delivery notification, delivery date/time, and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within regular business hours.

1.12 Project Management

- a. Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery, and installation portion of the contract, who will be responsible for, including but not limited to:
 - i. Project oversight and delivery of the system.
 - ii. Being a single point of contact for the City and providing for the system's management, implementation, and ongoing troubleshooting during its installation.
 - iii. Coordinating efforts with the City and any Subcontractors.
 - iv. Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone, or video conference to respond to City needs, questions, and issues.
 - v. Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.
- b. Contractor's Project Manager shall be experienced in the Contractor's products and parking operations and able to provide guidance and suggestions to the City on best practices.
- c. Contractor shall provide a design review process for customizable and configurable portions of the solution. The City shall sign off on the design review documentation before production of these items.
- d. Contractor shall test all hardware, software, and systems prior to delivery to the City.

1.13 Training

- a. Contractor shall provide a training plan that includes, but is not limited to, installation, troubleshooting, repairs, preventative maintenance, revenue reconciliation, and reporting. The training plan shall consist of:
 - i. Types of training courses with a target audience
 - ii. Description of the course
 - iii. Length of course
 - iv. Method of training (video conference, in person, etc.)
 - v. Prerequisites for the training course
- b. Contractor training must include, at a minimum, the following City personnel: operations, maintenance, customer support, administration, and finance.
- c. Training will occur in person or via video conference as is most appropriate for the topic. At a minimum, Contractor will provide at least two (2) days of onsite/in-person training for operations and maintenance.
- d. Qualified experts from the Contractor will provide training.
- e. City may request additional training sessions at regular intervals and lengths via video conference for no extra cost for the contract term.

- f. City may request additional training sessions in person. Contractor will provide a quote for services within one (1) week and perform that training within four (4) weeks of the City's request.
- g. Contractor will provide necessary training for the City for any new, upgraded, or additional functionality supplied during the contract term.
- h. Contractor shall supply and keep current digital copies of all operating, training, maintenance, repair, and user manuals, including detailed instructions for pay station and system usage.

1.14 System and Security

- a. Contractor shall provide secure 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. All hosting and data storage must comply with applicable federal, state, and local data security and privacy laws, including but not limited to, the California Consumer Privacy Act (CCPA). Hosting environments must meet or exceed industry's best practices for security and availability, and, where applicable, be FedRAMP authorized or meet equivalent security certification standards. City shall not be required to install or maintain software on servers owned or managed by the City.
- b. Computers that access the System shall not require special software packages or "client" software to access the System. Any computer shall be able to access the System through a standard web browser without plug-ins or other components.
- c. Contractor shall be responsible for taking every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable.
- d. Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.
- e. Contractor shall have security features that are designed to maintain the security of all information contained in the System database and maintain the confidentiality of information. Contractor's security for the System and all connections thereto shall conform to current industry's best practices.
- f. Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected of part of the contract, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, Contractor shall be permitted to use such information to enable the services provided to City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data in a secure manner with City appointed parties.
- g. All actual or perceived information security incidents shall be reported to the City Information Technology Director as soon as it is discovered, but no later than two (2) hours after the event discovery. Contractor must provide to the City all the details of the cybersecurity breach and the outreach plans to notify the impacted customers. 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.

- h. Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.
- i. The System shall provide full system backup and recovery capabilities. Contractor shall be responsible for the maintenance of the database, which will include back-up and recovery procedures. Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.
- j. System uptime is critical. Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any subsystems critical to solution operation.
- k. Uptime will be excluding scheduled maintenance. Contractor will notify City of any schedule downtime at least seven (7) days in advance. Scheduled maintenance shall be coordinated to have the least impact on City operations.

1.15 PCI Compliance

- a. As required, the Contractor solution shall be compliant with Payment Card Industry Data Security Standard Level 1, latest version at the time of contract execution.
- b. As the PCI Data Security Standard evolves, Contractor shall be responsible for maintaining compliance with that standard at Contractor's sole expense.
- c. Contractor shall provide an Attestation of Compliance (AOC) as a declaration of compliance status with PCI Data Security System (DSS) at the request of the City.

1.16 Data

- a. City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct or derived, calculated, or modeled.
- b. Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five (5) years after its termination.
- c. Contractor shall deliver copies of all System data upon request of City, or its designee, and upon the termination of the Agreement in a format mutually agreed upon by both parties.
- d. Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.
- e. At termination of the contract, for any reason, resulting from this RFP, if the successor contract is awarded to another firm, Contractor must develop and implement a Data Conversion Plan between Contractor and the City or its designee.

1.17 Integration

- a. 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. Contractor shall utilize open-source Application Programming Interfaces (API) that allow for current and future integration with third parties.
- c. Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management systems, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.
- d. City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. Latency between any two (2) systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency measurement shall be defined as the moment a data request is made, or data is sent to the moment the data is delivered and is viewable to any end user.
- e. Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.
- f. Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in an amendment to the resulting contract from this RFP.
- g. Batch data transfer may be considered for certain integrations, at the sole discretion of the City.
- h. Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. In the event that data formats between 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. 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. In the event that two (2) or more Contractors cannot agree on the methodology used for any integration, the City will select the methodology most advantageous for the City.

1.18 Current Integrations

- a. The following is a list of integrations the City requires for immediate implementation:
 - i. Citation Issuance, Processing and Enforcement System: Data Ticket, Inc.
 - ii. License Plate Recognition Enforcement System: Genetec
 - iii. Mobile Payment Systems: To be determined and may include multiple vendors.

1.19 Installation

- a. Contractor will be responsible for the pay station installation at specific locations identified by the City. Contractor's price will include all costs associated with the activity.

- b. City or Contractor will be responsible for a storage location within the City limits for pay station delivery and provide reasonable access to the facility Monday through Friday during business hours.
- c. City will be responsible for removing all existing pay station and single space meter infrastructure as part of this installation. Contractor will work with the City to identify and adhere to a schedule for removal and installation in tandem.
- d. Contractor will provide one (1) in-person, onsite walk-through, during which the Contractor's project manager and a City representative will review each installation site. Contractor will issue a report listing the details (address, GPS coordinates, etc.) and status of each location within two (2) weeks of the site visit for City review and approval.
- e. Contractor will provide all personnel, tools, equipment, unpacking, assembly, programming, or otherwise as required for installation.
- f. Contractor will provide pay station transportation between the storage facility and the installation locations.
- g. City will be responsible for preparing each site for installation prior to the Contractor kicking off installation, including any concrete remediation.
- h. Contractor will provide no less than two (2) technicians working together to complete the installations at a rate of no less than five (5) to ten (10) pay stations per day.
- i. Upon completion, Contractor staff will thoroughly test each pay station, provide documentation of the successful installation, and confirm that each pay station is operating to specification. Review and confirmation of each report by the City will result in acceptance of said pay station.

2. Mobile Parking Payment System (MPPS)

2.1 Customer Capabilities

- a. Payment shall be allowed through multiple options, including voice, website (mobile responsive design), mobile SMS/texting, and smartphone application (app) compatible with iOS and Android operating systems.
- b. The MPPS must have a mobile responsive website that works on most older devices and that can be accessed by computer.
- c. The customer shall be able to create/edit/update an account or register to use the MPPS. Registration items may include name, license plates, preferred payment method(s), and mobile phone number.
- d. An account registration shall have the ability to support a minimum of four (4) license plates for any customer. The MPPS shall allow a plate to be registered on more than one (1) account.
- e. The MPPS app shall provide an option for customers to complete an online transaction as a guest and not require an application download or new account creation.
- f. The MPPS app shall suggest a zone number to customers by using GPS within the customer's device (unless it would cause confusion because multiple zones may be

within the GPS' margin of error) but allow for override in case the customer is making a payment from another location.

- g. The MPPS shall allow customers to pay for a specific period of parking time with a single call or mobile app session.
- h. The MPPS shall provide a customer option to be informed via text, email, or application notification prior to the expiration of their parking session.
- i. The MPPS shall allow purchase of additional parking time (but not past the maximum time allowed for that specific parking space or zone).
- j. The MPPS shall be capable of providing a "lockout" period, restricting the customer from beginning another parking session in the same space or zone until after a specified period of time has passed.
- k. The MPPS shall not allow purchase when desired time includes restricted parking periods (i.e., space/zone closures, and temporary no parking zones).
- l. The MPPS shall allow customers to contact Contractor with complaints and for refund requests. Contractors shall describe the refund investigation/resolution process and indicate how City approval is solicited and how refunds are applied.
- m. Any convenience fee, established with the City for this implementation, must be clearly communicated to the customer, and Contractor must demonstrate methods used to minimize any convenience and processing fees to the extent possible (digital wallets, etc.). All intended fees shall be disclosed in the Cost Proposal.

2.2 Signs and Stickers

- a. Contractor shall be capable of providing the signs and stickers necessary for ongoing public advertisement of the MPPS within the parking areas and zones.

2.3 Configuration Capabilities

- a. The MPPS shall support automatic changes due to Daylight Savings Time and support any State/Federal changes to Daylight Savings Time.
- b. The MPPS should be able to support different rate structures that are configurable by time of day, length of stay, and day of the week. These may include dynamic and progressive rate structures for peak occupancy periods.
- c. City shall have the ability to program rates independent of Contractor support with no additional costs associated with these changes.
- d. The MPPS should be able to support the configuration of City parking rules, such as City holidays, "no parking" times, notifications to groups of City customers based on various criteria, and alerts.
- e. The MPPS should allow different rule sets at different locations, including variable rates, operating hours, holidays, and ability to extend sessions by location/zone.
- f. The MPPS should support prepayment timeframes.
- g. The MPPS should allow rates and schedules to be programmed and reprogrammed in a flexible manner, in real time and without any System downtime.

- h. The MPPS should allow rates and schedules to be programmed prior to the effective date and time, to go into effect automatically at that date and time.
- i. The MPPS shall conform to a zone and/or space numbering sequence as defined by the City. As the MPPS will be one (1) component in the City's overall parking strategy, the City may require a specific numbering sequence be used by all components.
- j. Contractor shall provide integration with existing and future paid parking management and enforcement systems selected by the City at no additional cost. Additionally, Contractor shall provide integration, via Application Programming Interface (APIs), with any management, inventory, or reporting systems as directed by City.
- k. Contractor shall integrate the payment platform with the City's current merchant processor. City reserves the right to change the merchant processors throughout the term of the agreement.

2.4 Management System

- a. Contractor shall provide and maintain a Management System (MS) for the MPPS solution for the term of the contract.
- b. Contractor, or their Subcontractor, shall host MS. Contractor shall maintain full responsibility, contractually or otherwise, for any third-party systems or hosting provided as part of this Proposal.
- c. MS must provide a secure, web-based back-office system including modules for the following:
 - i. Real-time and historical payment transaction data, including search and look-up capabilities
 - ii. Detailed collection reporting to allow for accurate reconciliation of collected cash
 - iii. Detail bank card processing report to allow for accurate reconciliation of bank card transactions
 - iv. Standard and customized reporting capabilities, including the ability to create custom templates for future use.
- d. MS shall provide real-time verification of parking spaces payment status for enforcement purposes
- e. MS shall include a customizable dashboard that allows the City to display relevant analytics associated with the paid parking program.
- f. Contractor shall offer the ability to integrate data from third-party systems into the MS, allowing for a centralized reporting system and inclusion of the data in the dashboard display.
- g. MS shall allow reports to be exported as Excel, CSVs, and/or PDF files.
- h. MS shall schedule any batch style reporting on demand or by 5 am daily, if applicable.

2.5 Warranty & Contract Support

- a. Contractor shall provide a warranty on all software and system solutions for the contract term.
- b. Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Western Time Zone, seven (7) days per week (excluding holidays).
- c. Contractor's Help Desk and related staff shall be located in the United States of America.
- d. Contractor shall provide 24 hours per day, seven (7) days per week, monitoring and services for outages or issues that impact the entire system.
- e. Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one (1) business day and updated on a regular basis.
- f. Contractor shall utilize a ticket tracking system to open, track, and close support requests from the City.
- g. Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that detail issues, changes, improvements, and upgrades.

2.6 Project Management

- a. Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery, and installation portion of the contract who will be responsible for, including but not limited to:
 - i. Project oversight and delivery of the system.
 - ii. Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the System during its installation.
 - iii. Coordinating efforts with the City and any subcontractors.
 - iv. Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone, or video conference to respond to City needs, questions, and or issues.
 - v. Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.
- b. Contractor's Project Manager shall be experienced in the Contractor's products and parking operations, able to provide guidance and suggestions to the City on best practices.
- c. Contractor shall provide a design review process for customizable and configurable portions of the solution. City shall sign off on the design review documentation before production of these items.
- d. Contractor shall test all systems prior to delivery to the City.

2.7 Training

- a. Contractor shall provide a training plan that includes, but is not limited to, troubleshooting, revenue reconciliation, and reporting. The training plan shall include:
 - i. Types of training courses with a target audience
 - ii. Description of course
 - iii. Length of course
 - iv. Method of training (video conference, in person, etc.)
 - v. Prerequisites for the training course
- b. Contractor training must include, at a minimum, the following City personnel: operations, customer support, administration, and finance.
- c. Training will occur in person or via video conference as is most appropriate for the topic.
- d. Training will be provided by qualified experts from the Contractor.
- e. City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.
- f. City may request additional training sessions in person. Contractor will provide a quote for services within one (1) week and perform that training within four (4) weeks of the City's request.
- g. Contractor will provide necessary training for the City for any new, upgraded, or additional functionality provided during the term of the contract.
- h. Contractor shall supply, and keep current, digital copies of all operating, training and user's manuals.

2.8 Security

- a. Contractor shall provide secure 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. City shall not be required to install or maintain software on servers owned or managed by the City.
- b. Computers that access the System shall not require special software packages or "client" software. Any computer shall access the System through a standard web browser without plug-ins or other components.
- c. Contractor shall be responsible for taking every precaution to ensure the reliability of all systems, files, data, equipment, communications, and facilities.
- d. Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.
- e. Contractor shall have security features designed to protect the security and confidentiality of all information contained in the System database. Contractor's security for the System and all connections thereto shall conform to current industry best practices.

- f. Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected as part of the contract, 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.
- 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.
- h. Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.
- i. The System shall provide full system backup and recovery capabilities. Contractor shall maintain the database, including backup and recovery procedures. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.
- j. System uptime is critical. Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.
- k. Uptime will exclude scheduled maintenance. 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.

2.9 PCI Compliance

- a. Contractor's solution shall be compliant with Payment Card Industry Data Security Standard Level 1, the latest version, at the time of contract execution, as required.
- b. As the PCI Data Security Standard evolves, the Contractor shall be responsible for maintaining compliance with that standard at the Contractor's sole expense.
- c. Contractor shall provide an Attestation of Compliance (AOC) as a declaration of compliance status with PCI DSS at the request of the City.

2.10 Data

- a. City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct, derived, calculated, or modeled.
- b. Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five (5) years after its termination.
- c. 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 mutually agreed upon by both parties.
- d. Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.

- e. At termination of the contract, for any reason, resulting from this RFP, if the successor contract is awarded to another firm, Contractor must develop and implement a Data Conversion Plan between Contractor and the City or its designee.

2.11 Integration

- a. 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. Contractor shall utilize open-source APIs that allow for current and future integration with third parties.
- c. 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, and mobile payment. These types of integrations are considered standard in the industry.
- d. City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. The latency between any two (2) systems shall not exceed an average of 90 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. Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.
- f. Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to 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. 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. 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 used for any integration, the City will select the method most advantageous for the City.
- k. Contractor shall be able to transfer daily batch reports (flat file) with City defined data fields to a City defined location or system.

2.12 Standard Integrations

- a. The following is a list of integrations the City requires for immediate implementation:

- i. Citation Issuance, Processing, and Enforcement System: Turbo Data Systems
- ii. License Plate Recognition Enforcement System: Genetec
- iii. Pay Station Payment Systems: To be determined

3. City Selected Optional Services

3.1 Marketing Support - At launch, ParkMobile’s in-house marketing team will provide industry leading free comprehensive marketing services and signage/decal design. The most important aspect to ensure the adoption of a new parking payment deployment is getting the word out about the program. The ParkMobile marketing team deploys a variety of strategies to drive early and continued adoption of our system. One key methodology includes providing three in person ambassadors who will be on the street to help motorists use our newly deployed system. When ParkMobile develops a marketing program for a new launch, one size does NOT fit all. To ensure the program’s continued success, ParkMobile will work closely with your staff to develop the right program. ParkMobile builds our marketing programs to focus on five key areas, including: awareness, adoption, engagement, retention, and advocacy.

3.2 Validation codes - Validation codes are often used by local merchants to provide free parking for their customers. The ParkMobile solution allows for the creation of electronic validation codes with a wide variety of parameters including date/time ranges, number of codes uses, etc. directly from a web interface. Parkers with codes can enter them directly into the pay stations and mobile app when prompted.

3.3 Reservations - The ParkMobile platform also offers parking reservations for transient or event parking. Users can easily secure a parking space in advance through the flagship website at ParkMobile.io, a custom-branded website tailored to match Manhattan Beach’s overall look and feel, or the responsive mobile website experience (available at parkmobile.io). ParkMobile aims to simplify the parking process and enhance the overall customer experience by providing flexible booking options.

4. Contract Service Levels and Liquidated Damages

4.1 The following are the service level agreements and liquidated damages with respect to the types of failures and deficiencies listed. Both parties agree that the annual liquidated damages shall be limited to the amount paid or due to 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 Contractor by the City during the initial 12-month period of this Agreement. Contractor agrees to pay (or provide invoice credit) these amounts to the City as set forth:

- a. PSMS/MPPS or Bank Card Processing Failure: Any failure of the PSMS or bank card processing solution provided by the Contractor that prevents the processing of bank cards and the collection of related revenue shall result in damages of \$500 per 24-hour period. City shall provide Contractor with a 12-hour notice to respond and repair the failure prior to being entitled to this liquidated damage.
- b. Systemic Hardware Issue: Any hardware failure that affects 25% (or 40% if less than ten (10) pay station are installed) or more of the City’s pay station fleet at one (1) time

which causes in the inability to collect any one (1) type of monies shall result in damages of \$25 per 24-hour period per pay station. Upon City 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. Systemic Software Issue: Any software failure that affects 25% (or 40% if less than ten (10) pay station are installed) or more of the City's pay station fleet at one (1) time which causes in the inability to collect any one (1) type of monies or charge motorists the correct amount shall result in damages of \$25 per 24-hour period per pay station. Upon the City's notice to the Contractor, the Contractor will have one (1) business day (24 hours) to correct the failure prior to the City being entitled to this liquidated damage. The City will provide reasonable access and support to the Contractor to correct the failure.
- d. PCI Data Security Failure: Failure of Contractor to maintain PCI Data Security Standard Certification shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance ("first (1st) assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar day thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- e. Revenue Reconciliation Accuracy: Any failure of the Contractor's solution that results in a three percent (3%) or greater variation between the actual collected funds versus the pay station/PSMS reported funds shall result in damages of five dollars (\$5) per 24-hour period per pay station. Upon the City's notice to the Contractor, the Contractor will have seven (7) business days to correct the failure, if it is determined that the Contractor is at fault, prior to the City's being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in identifying and correcting the failure.
- f. 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.
- g. 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.

4.2 All technology, equipment, and systems shall be ADA-compliant to the latest state and federal standards at the time of proposal submission, including but not limited to, all related federal specifications from the Title II, Subpart H - Web and Mobile Accessibility (28 CFR §§ 35.200 - 35.205) published in the Federal Register on April 24, 2024; Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way issued on July 3, 2024 and best practices for accessible digital content, including but not limited to Section 508 of the Rehabilitation Act of 1973.

**EXHIBIT B
APPROVED FEE SCHEDULE**

Hardware		
<u>Part</u>	<u>Price</u>	<u>Notes</u>
Pay Station (cc and coin) - Solar	\$ 5,750.00	
Pay Station (cc and coin) - AC Mains	\$ 5,750.00	
Spare Coin Vaults	\$ 295.00	
Shipping	\$ 295.00	
Installation	\$ 287.00	Minimum not required
App Implementation	\$ -	
Text-to-Pay Implementation	\$ -	
Spare Parts		
<u>Part</u>	<u>Price</u>	<u>Notes</u>
Touchscreen Display	\$ 1,095.00	
A1000 contactless credit card reader	\$ 995.00	
M1000 EMV chip credit card reader	\$ 595.00	
Main Board	\$ 1,295.00	
Printer	\$ 1,675.00	
Coin System	\$ 1,320.00	
Ongoing Fees		
<u>Part</u>	<u>Price</u>	<u>Notes</u>
Pay Station Annual Warranty	\$ 300.00	Starting Year Two (2); Invoiced annually. Up to an additional four (4) years
Monthly Pay Station Fee (Annualized)	\$ 696.00	Invoiced monthly.
Mobile Transaction Fee	\$ 0.35	Invoiced monthly.
Text-to-Pay Transaction Fee	\$ 0.35	
Optional Fees*		
Extend by Text	\$ 0.35	Invoiced monthly.
Text Receipts	\$ 0.05	

*City does not intend to use the optional services listed in this Fee Schedule at the time of contract award. These services are included to establish pricing should the City choose to consider them in the future. City is not obligated to request any optional services, and any such services shall require prior written authorization by the City.

EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor

Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

Exhibit D

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), State of California, has awarded to ParkMobile, LLC ("Principal") a contract (the "Contract") for Pay By Plate Pay Stations and Associated Mobile Parking Payment System.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Two million four hundred twenty eight thousand three hundred ten dollars 0/00 (\$2,428,310), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its: _____

By: _____
Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.