

CITY OF HAWTHORNE

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and effective as of March 26 2025 between the City of Hawthorne, a municipal corporation (“City”), Charge. (“Service Provider”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 26, 2025, and shall continue on an as needed basis at the City’s sole discretion.

2. **SERVICES**

The Service Provider shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full as part of its services. The Service Provider may be asked to provide additional services if necessary during the term of this Agreement.

3. **PERFORMANCE**

The Service Provider shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. The Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of the Service Provider hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**

(a) The City agrees to pay the Service Provider in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on services indicated in Exhibit A of this Agreement unless additional payment is approved as provided in this Agreement.

(b) The Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Director of Public Works/City Engineer. The Service Provider shall be compensated for any additional services in the amounts and in the manner as agreed to by the Director of Public Works/City Engineer and at the time the City's written authorization is given to the Service Provider for the performance of said services.

(c) The Service Provider will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Service Provider's fees it shall give written notice to the Service Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Service Provider at least ten (10) days prior written notice. Upon receipt of said notice, the Service Provider shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section 5, the City shall pay to the Service Provider the actual value of the work performed up to the time of termination, provided that the work performed has been authorized by the City prior to commencement by Service Provider of such work. Upon termination of the Agreement pursuant to this Section, the Service Provider will submit an invoice to the City.

6. DEFAULT OF SERVICE PROVIDER

(a) The Service Provider's failure to comply with the provisions of this Agreement shall constitute a default. [In the event that the Service Provider is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating the Service Provider for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Service Provider. If such failure by the Service Provider to make progress in the performance of work hereunder arises out of causes beyond the Service Provider's control, and without fault or negligence of the Service Provider, it shall not be considered a default.

(b) If the Director of Public Works/City Engineer or his delegate determines that the Service Provider is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Service Provider a written notice of the default. The Service Provider shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Service Provider fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

7. OWNERSHIP OF DOCUMENTS

(a) The Service Provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Service Provider shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of 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 (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Service Provider.

(c) The City's use of the Service Provider's proprietary software platform in connection with the services is subject to a limited, non-exclusive, non-transferable license granted solely for the term of this Agreement and in accordance with the Service Provider's End User License Agreement ("EULA"). The software platform and all related intellectual property shall remain the exclusive property of the Service Provider. Use of the platform is also subject to the Service Provider's standard terms and conditions, available at <https://www.chargie.com/legal/terms-and-conditions>, which are hereby incorporated by reference.

8. INDEMNIFICATION

When the law establishes a professional standard of care for Service Provider Services, to the fullest extent permitted by law, the Service Provider shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error or omission of the Service Provider, its officers, agents, employees or sub service provider (or any entity or individual that Service Provider shall bear the legal liability thereof) in the performance of professional services under this Agreement. This indemnity obligation shall not apply to the extent such losses, liabilities, damages, costs, or expenses result from the negligence or willful misconduct of any Indemnified Party.

9. INSURANCE

- A) Professional Liability Insurance. During the term of this Agreement, the Service Provider shall maintain in-force Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate for loss or damages because of wrongful or negligent acts or omissions by the named insured.
- B) During the term of this Agreement, the Service Provider shall maintain in-force Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.
- C) Certificates of Insurance. The Service Provider shall furnish to City evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, and employees shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of the Service Provider's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. **INDEPENDENT SERVICE PROVIDER**

(a) The Service Provider is and shall at all times remain as to the City a wholly independent Service Provider. The personnel performing the services under this Agreement on behalf of the Service Provider shall at all times be under the Service Provider's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of the Service Provider or any of Service Provider's officers, employees, or agents, except as set forth in this Agreement. The Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. The Service Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to the Service Provider in connection with the performance of this Agreement. Except for the fees paid to the Service

Provider as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Service Provider for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Service Provider for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Service Provider shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Service Provider shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Service Provider to comply with this Section.

12. UNDUE INFLUENCE

The Service Provider declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Hawthorne in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Hawthorne will receive compensation, directly or indirectly, from the Service Provider, or from any officer, employee or agent of the Service Provider, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by the Service Provider in performance of this Agreement shall be considered confidential and shall not be released by the Service Provider without City's prior written authorization. The Service Provider, its officers, employees, agents, or sub service providers, shall not without written authorization from the City Manager or unless requested 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. Response to a subpoena or court order shall not be considered "voluntary" provided the Service Provider gives City notice of such court order or subpoena.

(b) The Service Provider shall promptly notify City should Service Provider, its officers, employees, agents, or sub service providers 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 person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent the Service Provider and/or be present at any deposition, hearing, or similar proceeding. The Service Provider agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by the Service Provider. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. **ASSIGNMENT**

The Service Provider shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

16. **LICENSES**

At all times during the term of this Agreement, the Service Provider shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW**

The City and Service Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

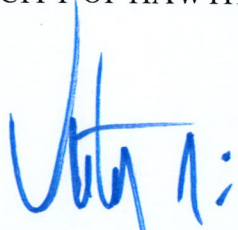
19. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of the Service Provider warrants and represents that he/she has the authority to execute this Agreement on behalf of the Service Provider and has the authority to bind the Service Provider to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE:

Service Provider: CHARGIE



VONTRAY NORRIS

City Manager
City of Hawthorne

By:


ZACH JENNINGS

Chief Executive Officer
Chargie

APPROVED AS TO FORM:

ATTEST:



ROBERT KIM

City Attorney
City of Hawthorne



DAYNA S. WILLIAMS-HUNTER

City Clerk
City of Hawthorn

