maximus

SERVICE AGREEMENT

This Service Agreement, (this “Agreement”), is entered into this 3rd day of February, 2026 (the “Effective Date”), by and between Maximus US Services, Inc., ("Maximus”), and City of Redondo Beach, California, ("Client"). Maximus and Client are sometimes referred to herein as the “Parties” or individually as a “Party.” In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services.**

   a. Maximus will perform in a professional manner the Services detailed in Exhibit A.

2. **Term.**

   a. Unless otherwise earlier terminated pursuant to Section 4 herein, this Agreement commences on the Effective Date and remains in effect until December 31, 2026.

3. **Compensation.**

   b. Client will pay Maximus the fees for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**

   a. Termination for Cause. Upon material breach of the terms of this Agreement by a Party, the non-breaching Party shall provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days’ (or such longer period as the Parties may mutually agree upon) from the date of receipt of such notice to cure any such breach.

   b. Termination for Convenience. Either Party may terminate this Agreement without cause upon 60 days’ prior written notice to the other Party. In the event the Agreement is terminated by Client, Client will reimburse Maximus for all reasonable costs incurred by Maximus due to such early termination.

   c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Maximus in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment.**
   a. Client shall pay Maximus a fee for Services rendered as set forth in Exhibit B. Unless stated otherwise in Exhibit B, Client will pay all invoices in full within thirty (30) days of the invoice date. An additional charge of one point five percent (1.5%) or the highest amount allowed by law will be applied to unpaid balances beyond ninety (90) days. Client agrees to always remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Maximus to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**

   a. Maximus shall provide professional guidance to Client in determining the data required to be furnished to Maximus to perform the Services. Maximus represents that such guidance shall be consistent with generally accepted professional standards under applicable federal and state laws. Client warrants and represents that all data provided to Maximus is complete and accurate. Client further represents and warrants that all such data will be provided in a timely manner sufficient to allow Maximus to provide the Services in accordance with this Agreement. Maximus will rely on these representations in providing the Services and shall have no liability whatsoever arising from Client providing incomplete or inaccurate data or providing data in an untimely manner. Maximus shall use commercially reasonable efforts to provide the Services on a timely basis.

7. **Records and Inspections.**

   a. Maximus will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Maximus's normal business hours and no more than once every six months. Any employee, contractor, subcontractor, or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. **Warranties.**

   a. Maximus warrants only that it will perform the Services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry.

b. MAXIMUS SPECIFICALLY DISCLAIMS, AND THE CLIENT WAIVES, ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CUSTOM OR USAGE, OR OTHERWISE AS TO ANY GOODS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. MAXIMUS DOES NOT WARRANT THAT THE SERVICES WILL FUNCTIONALLY MEET CLIENT'S REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, MAXIMUS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF THE SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXIMUS HEREUNDER SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT, IN WHICH CASE THE PARTIES EXPRESSLY AGREE THAT THE EXCLUSION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9. **Client Representations & Warranties.**

a. Client represents and warrants to Maximus that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Maximus that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. **Ownership of Intellectual Property.**

a. Maximus shall retain all right, title, and interest in and to its pre-existing proprietary methodologies, templates, tools, software, and materials developed independently of this Agreement ("Pre-Existing Materials"). Nothing herein shall be construed to transfer ownership of Maximus's Pre-Existing Materials to Client.
b. All reports, plans, analyses, calculations, cost allocation plans, documentation, and other work product prepared specifically for Client in the performance of the Services under this Agreement (collectively, the "Deliverables") shall be owned by Client.
c. Governmental Use. Maximus acknowledges and agrees that Client may provide the Deliverables to auditors, regulators, grantors, oversight agencies, successor consultants, and the public as required by law, and waives any claim that such use exceeds the scope of this Agreement.
d. Except for ownership of Pre-Existing Materials, Maximus shall retain no ownership interest, approval right, or control over Client's use of the Deliverables.

e. All documentation and data will be handled in compliance with the California Public Records Act. Disclosure to the public shall be governed by applicable laws ensuring that only exempt information is withheld from public access. Maximus shall not be obligated to assign any proprietary software or data developed by or at the direction of Maximus for Maximus' own use; provided, however, that Maximus shall indemnify, defend and hold Client harmless from and against any discovery or California Public Records Act request seeking the disclosure of any such proprietary software, documentation or data.

11. **Compatible Platforms/Hardware.**

a. To the extent applicable to the Services that will be provided by Maximus, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-Party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. **Copyright for Maximus's Proprietary Software.**

a. To the extent that the Services provided by Maximus are generated by Maximus's proprietary software, nothing contained herein is intended nor will it be construed to require Maximus to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Maximus' software. Nothing in this Agreement will be construed to grant Client any rights to Maximus's materials created prior to the execution of this Agreement. All of the deliverables prepared by Maximus for Client included in the Services are specifically set out in Exhibit A.

13. **Maximus Liability if Audited.**

a. Maximus will, upon notice of audit, make work papers and other records available to the auditors. Maximus's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Maximus will not be liable for any audit disallowances, or any missed or lost revenue associated with, or related to, the Services, unless caused by Maximus' gross negligence.

14. **Indemnification.**

    a. To the extent allowed by law, each Party (an "Indemnifying Party") will defend, indemnify and hold harmless the other Party (an "Indemnified Party") from and against any and all third-Party claims, damages, liabilities and costs (including reasonable attorney fees) to the extent caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.
    b. Without limiting the foregoing, Maximus shall defend, indemnify, and hold harmless Client from and against any third-party claim alleging that the Deliverables, or Client's authorized use thereof, infringe, misappropriate, or otherwise violate the intellectual property rights of any third party.

15. **Limitation of Liability.**
    a. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO AN INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY BY CLIENT, OR CLIENT'S FAILURE TO PAY FOR SERVICES RENDERED,THE PARTIES AGREE ANY AND ALL LIABILITY OF MAXIMUS TO CLIENT FOR ANY AND ALL CLAIMS, LIABILITIES, ACTIONS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE AND REGARDLESS OF LEGAL THEORY ASSERTED, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED TWO TIMES THE FEES PAID OR PAYABLE TO MAXIMUS UNDER THIS AGREEMENT.
    b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS (EVEN IF SUCH LOST REVENUE IS ULTIMATELY DETERMINED TO BE DIRECT DAMAGES), REPLACEMENT GOODS, LOST OPPORTUNITY, LOSS OF TECHNOLOGY RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SOFTWARE OR ANY PORTION THEREOF REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE DAMAGES ARE SOUGHT. THIS LIMITATION STANDS EVEN IF A PARTY IS ADVISED OF THE LIKELIHOOD OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR LIMITED REMEDY.

16. **Notices.** All notices under this Agreement will be in writing and will be delivered by electronic mail with written confirmation of delivery enabled, personal service, certified mail, postage prepaid, or overnight courier to the addresses set forth below. Any notice sent by certified mail will be deemed to have been given five (5) business days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a Party.

For Maximus:	**For Redondo Beach, California:**
Bridgette Clements 808 Moorefield Park Dr, Suite 205	Stephanie Meyer, Finance Director City of Redondo Beach

Richmond, VA, 23236
Phone: 850-386-1101
Email: BridgetteClements@maximus.com

Finance Department
415 Diamond Street
Redondo Beach, California, 90277
Phone: 310-697-3134
Email: Stephanie.Meyer@redondo.org

Copy to:
Contracts Department
Maximus, Inc.
1600 Tysons Blvd. #1400
McLean, VA 22102
Phone: 571.342.3048
Fax: 703.251.8240
Email: legalnotices@maximus.com

17. **Changes.**

    a. This Agreement and any scope of Services hereunder may be modified or amended only by a written amendment mutually executed by the Parties.

18. **Miscellaneous.**

    a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly or otherwise, to third persons.

    b. If Maximus is requested by Client to produce Maximus deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Maximus shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with the Maximus response and related to the reasonable fees of Maximus in responding. The foregoing does not: (1) diminish or negate Maximus's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Maximus is compelled by subpoena from a third party to provide Client deliverables, documents, records, working papers, or personnel for testimony or interviews.

    c. The Parties intend that Maximus, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Maximus and Maximus' employees are not to be considered agents or employees of Client for any purpose. Neither Party shall have the power to act or bind the other Party except as expressly provided for herein.

    d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Maximus rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

g. Neither Party will be liable to the other for any loss, delay or non-performance caused by, including, without limitation, acts of God, pandemic, epidemic, war, civil or military disobedience or disorder, riot, terrorism, fire, earthquake, storm, flood, or similar circumstances not under the Party's control (not including labor strikes or lack of export approval).

h. Maximus shall not subcontract any portion of the Services without Client's written approval. All approved subcontractors shall be subject to and comply with the term of this Agreement.

i. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

j. Waiver by either Party of a breach of any provision of this Agreement or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

k. Maximus shall maintain insurance in accordance to Exhibit C of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Maximus:	**Client:**
Maximus US Services, Inc.	**Redondo Beach, California**
By: Signed by: Jaida Williams	By: DocuSigned by:
Name: Jaida Williams	Name: James A. Light
Title: Sr. Specialist - Contracts	Title: Mayor
Date: 1/28/2026 | 9:04 AM PST	Date: 3/1/2026 | 10:01 AM PST

Signed by: Diane Strickfaden ABED8CF35EEF48C...	Signed by: A5A27AAE40834DE...	DocuSigned by: Eleanor Manzano 72F2AC716C214CF...
Diane Strickfaden, Risk Manager	Joy A. Ford, City Attorney	Eleanor Manzano, City Clerk

EXHIBIT A

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SCOPE OF SERVICES:

Maximus represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Maximus or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Maximus reserves the right to subcontract for Services hereunder, in accordance with Section 18(h) of this Agreement.

Description of Services:

a) Development of a central services Full Cost Allocation Plan, which identifies the various costs incurred by the Client to support operating departments, proprietary and special revenue funds, and administer programs that provide services directly to the community. This Full Cost Allocation Plan will contain a determination of the allowable cost of providing each supporting services as specified in the City's Administrative Policy/Procedures ("APP") Number 3.18.

b) Develop an "Office of Management and Budget ("OMB") Cost Allocation Plan in accordance with the costing principles contained in Title 2 Code of Federal Regulations Part 200. Ensure the OMB Cost Allocation Plan shall identify the central services costs for all federal and non-federal grants and contracts that require costing to be based on the federal cost principles.

c) Prepare the Full Cost Allocation Plan and OMB Cost Allocation Plan in accordance with the City's APP Number 3.18.

d) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable, upon written approval of Client.

EXHIBIT B

COMPENSATION:

For Services provided as set forth above, in Exhibit A, Client agrees to pay Maximus compensation in the amount of Twenty Thousand Dollars ($20,000).

Maximus will render to Client one or more invoices for the fees specified herein upon delivery of the Cost Allocation Plans as specified in Exhibit A, with payment due thirty (30) days after the Client's receipt of invoice.

The fee breakdown is as follows:

Fiscal Year 2025 reporting	$20,000

EXHIBIT C

INSURANCE:

Without limiting Maximus' indemnification obligations under this Agreement, Maximus shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Maximus, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Maximus shall maintain limits no less than:

General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of $4,000,000 shall apply to the policy as a whole. Coverage for the Client will be provided on a primary and non-contributory basis, with the

Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be disclosed to the Client. Maximus shall provide evidence of financial capacity to satisfy such obligations upon request. Reduction or elimination of deductibles/self-insured retentions is not available under insurer terms.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The Client, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Maximus. General liability coverage can be provided in the form of an endorsement to Maximus' insurance, or as a separate owner's policy.

Automobile Liability: The Client, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Maximus.

For any claims related to this project, Maximus' insurance coverage shall be primary insurance as respects the Client, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of Maximus' insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given to the Client.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Client as a material breach of contract on the Maximus' part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Maximus shall furnish the Client with original certificates and amendatory endorsements evidencing required coverage. Endorsements will be provided on insurer-approved forms, including standard ISO forms, which shall be subject to Client approval. All certificates and endorsements shall be received and approved by the Client before the contract is awarded. Complete, certified copies of insurance policies will be provided only in connection with a covered claim, as necessary to verify coverage.

Subcontractors

Maximus shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Maximus acknowledges that insurance underwriting standards and practices are subject to change. Any changes to insurance provisions requested by the Client will be reviewed and considered through Maximus' established risk management and legal escalation procedures to ensure feasibility and compliance with industry norms.