AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND SECTRAN SECURITY, INCORPORATED

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Sectran Security, Incorporated, a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. <u>Description of Project or Scope of Services</u>. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. <u>Term and Time of Completion</u>. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. <u>Compensation</u>. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. <u>Insurance</u>. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. <u>Brokers</u>. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. <u>City Property</u>. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time,

and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
- 5. <u>Services</u>. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
- 6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

- 7. <u>Changes and Extra Work</u>. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
- 8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
- 10. <u>Business License</u>. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- 11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

- 12. <u>Termination in the Event of Default</u>. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
- 13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. <u>Waiver of Right of Subrogation</u>. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 15. <u>Insurance</u>. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
- Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. <u>Limitations upon Subcontracting and Assignment</u>. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether

Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 20. <u>Subcontractors</u>. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 21. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 22. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
- 24. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 25. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 26. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 27. <u>Confidentiality</u>. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

- 28. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 29. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 30. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 31. <u>Claims</u>. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 32. <u>Interpretation</u>. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 34. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 35. <u>Authority</u>. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor

warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

36. <u>Waiver</u>. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 14^{th} day of October, 2025.

CITY OF REDONDO BEACH, a chartered municipal corporation	SECTRAN SECURITY, INCORPORATED, a California corporation		
James A. Light, Mayor	By: Name: Rony Ghaby Title: Director of Operations		
ATTEST:	APPROVED:		
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager		
APPROVED AS TO FORM:			
Joy A. Ford, City Attorney			

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following services.

1. Route Pickup and Delivery: Contractor shall provide conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from City's designated, mutually agreed-upon location(s):

Pickup or Delivery	SECTRAN BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY COVERAGE	SERVICE FREQUENCY
Pickup	Pico	<u>City Hall</u> 415 Diamond Street Redondo Beach, CA 90277	\$100,000 per shipment	Daily (Monday – Friday)
Pickup	Pico	Community Services Office 1922 Artesia Blvd. Redondo Beach, CA. 90278	\$75,000 per shipment	One day per week (Tuesday)
Pickup	Pico	Alta Vista Community Center 715 Julia Street Redondo Beach, CA. 90277	\$75,000 per shipment	One day per week (Wednesday)
Pickup	Pico	<u>Seaside Lagoon</u> 200 Portofino Way Redondo Beach, CA 90277	\$75,000 per shipment	*Daily
Delivery	Bank	Bank of America CCV		Daily

^{*}The City will confirm the daily pickup schedule with Contractor at least seven (7) days prior to start of the pickup schedule. Pickup schedule will be based on the operating schedule for the seasonal Seaside Lagoon facility, typically open from Memorial Day to Labor Day each year.

2. Service: Contractor shall pick up, receive from, and/or deliver to City, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be reasonably securely locked or sealed, Contractor reserves the right to refuse to accept such container(s) and will not receive said container(s) from the City or its designated agent. If Contractor accepts sealed container(s), Contractor shall give the City a receipt for said sealed container(s), transport and deliver such sealed container(s) to the consignee

- designated by the City. City will not conceal or misrepresent any material fact or circumstances concerning the property delivered to Contractor pursuant to this Agreement.
- 3. <u>Holiday Service</u>: Contractor shall provide service as described herein except for the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day; excluding Seaside Lagoon, which will receive Holiday Service on the following holidays: Memorial Day, Independence Day, and Labor Day.
- 4. <u>Specials</u>: Upon City's request, Contractor shall provide unscheduled pickups or deliveries under the same conditions and provisions of this Agreement. Pricing shall be in accordance with Section 1.b of Exhibit "C"

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of this Agreement shall commence October 17, 2025, and expire October 31, 2028 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- 1. **AMOUNT**. Contractor shall be paid as follows
 - a. <u>Scheduled Pick and Delivery Days</u>. Contractor shall be in accordance with the table set forth below.

Pickup or Delivery	SECTRAN BRANCH	UNIT # / LOCATION	SERVICE FREQUENCY	FEE for SERVICE
Pickup	Pico	<u>City Hall</u> 415 Diamond Street Redondo Beach, CA 90277	Daily (Monday – Friday)	\$649 per month Plus, gas and insurance surcharge as described in Exhibit "C".
Pickup	Pico	Community Services Office 1922 Artesia Blvd. Redondo Beach, CA. 90278	One day per week (Tuesday)	\$195.00 per month Plus, gas and insurance surcharge as described in Exhibit "C".
Pickup	Pico	Alta Vista Community Center 715 Julia Street Redondo Beach, CA. 90277	One day per week (Wednesday)	\$198.79 per month Plus, gas and insurance surcharge as described in Exhibit "C".
Pickup	Pico	<u>Seaside Lagoon</u> 200 Portofino Way Redondo Beach, CA 90277	*Daily	\$40.00 per day Plus, gas and insurance surcharge as described in Exhibit "C".
Delivery	Bank	Bank of America CCV	Daily	No fee

- b. Non-Scheduled Pickup and Delivery Days. Contractor shall be paid \$65.00 a day for any nonscheduled pickup and delivery day.
- c. <u>Gas Surcharge</u>. Contractor may adjust the monthly fuel fee based on average California diesel prices as measured and published by the Department of Energy (<u>WWW.EIA.DOE.GOV</u>). Contractor's established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). Each party will be able to monitor and keep track of the adjustments easily. The fuel fee rate change reflected on the invoice will be based on national average diesel prices published on the Department of Energy Website. The calculation is the

average of the California prices for the first four Mondays of the month rounded to the next cent. The table is for reference only and as such, does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$0.10	18.00%
\$4.81	\$4.90	\$0.10	17.50%
\$4.71	\$4.80	\$0.10	17.00%
\$4.61	\$4.70	\$0.10	16.50%
\$4.51	\$4.60	\$0.10	16.00%
\$4.41	\$4.50	\$0.10	15.50%
\$4.31	\$4.40	\$0.10	15.00%
\$4.21	\$4.30	\$0.10	14.50%
\$4.11	\$4.20	\$0.10	14.00%
\$4.01	\$4.10	\$0.10	13.50%
\$3.91	\$4.00	\$0.10	13.00%
\$3.81	\$3.90	\$0.10	12.50%
\$3.71	\$3.80	\$0.10	12.00%
\$3.61	\$3.70	\$0.10	11.50%
\$3.51	\$3.60	\$0.10	11.00%
\$3.41	\$3.50	\$0.10	10.50%
\$3.31	\$3.40	\$0.10	10.00%
\$3.21	\$3.30	\$0.10	9.50%
\$3.11	\$3.20	\$0.10	9.00%
\$3.01	\$3.10	\$0.10	8.50%
\$2.91	\$3.00	\$0.10	8.00%
\$2.81	\$2.90	\$0.10	7.50%
\$2.71	\$2.80	\$0.10	7.00%
\$2.61	\$2.70	\$0.10	6.50%
\$2.51	\$2.60	\$0.10	6.00%
\$2.41	\$2.50	\$0.10	5.50%
\$2.31	\$2.40	\$0.10	5.00%
\$2.21	\$2.30	\$0.10	4.50%
\$2.11	\$2.20	\$0.10	4.00%
\$2.01	\$2.10	\$0.10	3.50%
\$1.91	\$2.00	\$0.10	3.00%
\$1.81	\$1.90	\$0.10	2.50%
\$1.71	\$1.80	\$0.10	2.00%
\$1.61	\$1.70	\$0.10	1.50%
\$1.51	\$1.60	\$0.10	1.00%
\$1.41	\$1.50	\$0.10	0.50%
\$1.31	\$1.40	\$0.10	0.00%

d. <u>Insurance Surcharge</u>. An additional Insurance Surcharge will be added to each monthly bill, calculated at a rate of 6.95% of the monthly service fee.

- 2. METHOD OF PAYMENT. Contractor shall provide monthly invoices based on the prior month to City for approval and payment. Invoices must provide, location of the branch, description of services and tasks performed, date of service, fee for service, amount of gas surcharge (receipt must be attached). Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- 3. **SCHEDULE FOR PAYMENT**. City agrees to pay Contractor within thirty days of its receipt of the monthly invoice.
- 4. **NOTICE**. Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

<u>Contractor</u>: Sectran Security, Incorporated

7633 Industry Avenue Pico Rivera, CA 90660

Attention: Accounts Payable

<u>City</u>: <u>For Community Services Office, Alta Vista Community Center,</u>

and Seaside Lagoon facilities

City of Redondo Beach Community Services Department 1922 Artesia Blvd.

Redondo Beach, CA 90278

Attention: Kelly Orta

For City Hall facility

City of Redondo Beach Financial Services Department 415 Diamond Street

Redondo Beach, CA 90277 Attention: Robert Norman

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor 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 the Contractor, 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

Contractor 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 shall apply separately to this project.

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 declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

<u>Additional Insured Endorsement:</u>

General Liability: The City, 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 Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, 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 the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's 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 by certified mail, return receipt requested, has been given to the City.

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 City as a material breach of contract on the Contractor's 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

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor 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

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:	Jason Sharp		
PHONE (A/C, No, Ext):	860-793-9601	FAX (A/C, No): 860-7	47-3580
E-MAIL ADDRESS:	jason@associatedct.com	,	
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Philadelphia Indemnity Insurance	Company	18058
INSURER B:	Hartford Casualty Insurance C	ompany	29424
INSURER C :	AXIS Insurance Company		37273
INSURER D :	SiriusPoint Specialty Insura	ance	16820
INSURER E :	Lloyds		
INSURER F :			
	PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	PHONE (A/C, No, Ext): Begin Sinary PHONE (A/C, No, Ext): Begin Sinary PHONE (A/C, No, Ext): Begin Sinary Begi	NAME: Jason Snarp PHONE (A/C, No. Ext): 860-793-9601 FAX (A/C, No.): 860-74 E-MAIL ADDRESS: jason@associatedct.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: AXIS Insurance Company INSURER D: SiriusPoint Specialty Insurance INSURER E: Lloyds

COVERAGES CERTIFICATE NUMBER: 00011507-250818163752 REVISION NUMBER: 1 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF (MM/DD/YYYY) ADDL SUBR TYPE OF INSURANCE (MM/DD/YYYY) LIMITS POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY Α X PHPK2624827-13 11/22/2024 11/22/2025 **EACH OCCURRENCE** 1.000.000 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$ 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 X POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ Υ 02ABOI4326 11/22/2024 11/22/2025 2,000,000 ANY AUTO BODILY INJURY (Per person) \$ OWNED **SCHEDULED** BODILY INJURY (Per accident) \$ AUTOS NON-OWNED **AUTOS ONLY** PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY (Per accident) \$ UMBRELLA LIAB 2,000,000 X C X Y P-001-000991666-03 11/22/2024 11/22/2025 **EACH OCCURRENCE** OCCUR \$ **EXCESS LIAB** 2,000,000 CLAIMS-MADE AGGREGATE \$ RETENTION \$ \$ WORKERS COMPENSATION X PER STATUTE 02WEOI4328 11/22/2024 11/22/2025 AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) Ìf yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) (See Attached)

TXS-000245-34

B1161 K24U1711

CERTIFICATE HOLDER	CANCELLATION
City of Redondo Beach City Hall	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
415 Diamond Street Redondo Beach, CA 90277	AUTHORIZED REPRESENTATIVE Jason (JAS)
·	

11/22/2024

08/27/2025

11/22/2025

08/27/2026

E.L. DISEASE - POLICY LIMIT

Limit

Transit

Excess Umbrella

Cash In Transit

Ε

1,000,000

3,000,000

1,000,000

AGENCY CUSTOMER ID:	
LOC#	



ADDITIONAL REMARKS SCHEDULE

Page 2

AGENCY Associated Insurance Services, Inc.		NAMED INSURED Sectran Security, Inc
POLICY NUMBER N/A		
CARRIER	NAIC CODE	
Multiple Carriers		EFFECTIVE DATE:
ADDITIONAL REMARKS	_	

THIS ADDITIONAL	THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,			
FORM NUMBER:	25	FORM TITLE: _	Certificate of Liability Insurance	
The City, Its office	rs, elected a	nd appointed offi	icials, employees, and	

volunteers shall be covered as additional insureds with respect to general liability, auto liability and excess liability coverage for work performed by or on behalf of the contractor. Coverage is on a primary and non contributory basis. 30 Day notice of cancellation required for any policy.