

**AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND COMMLINE, INC.FOR PUBLIC SAFETY
RADIO SYSTEM SUPPORT SERVICES**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and COMMLINE INC., a California Corporation ("Contractor" or "Consultant").

A. City desires to utilize the services of Contractor perform services for general technical and sales support of the City's two-way communications hardware, infrastructure, and dispatch consoles.

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 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:

A. Description of Project or Scope of Services. 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. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

D. Insurance. Contractor agrees to obtain insurance in accordance with Exhibit "D".

E. Labor Laws. Contractor agrees to comply with the requirements in Exhibit "E".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. 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. Brokers. 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. City Property. 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. Inspection. 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. Services. 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. Changes and Extra Work. 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. Business License. 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. Termination in the Event of Default. 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. Nonwaiver of Rights. 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. Waiver of Right of Subrogation. 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. Insurance. 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. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. 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, employment laws, and non-discrimination laws.

18. Limitations upon Subcontracting and Assignment. 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.

19. Subcontractors. 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.

20. Integration. 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.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. 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.

23. Non-Exclusivity. 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.

24. Exhibits. 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.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. 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.

27. Third Parties. 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."

28. Governing Law and Venue. 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.

29. Attorneys' Fees. 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.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *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.

31. Interpretation. 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.

32. 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.

33. Severance. 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.

34. Authority. 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.

35. Waiver. 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 15th day of March, 2022.


City:

City of Redondo Beach

Contractor:

Commline Inc.

Name: William C. Brand
Title: Mayor



Name: Jeff Fukasawa
Title: Vice President/Owner

ATTEST:

Name: Eleanor Manzano
Title: City Clerk

APPROVED:

Name: Diane Strickfaden
Title: Risk Manager

APPROVED AS TO FORM:

Name: Michael W. Webb
Title: City Attorney

EXHIBIT A
PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

Commline shall perform the following duties:

I. Commline shall provide general technical and sales support of the City's Two-way communications hardware, infrastructure, microwave network, dispatch consoles as outlined below:

a. Services shall be provided at the following site locations:

Critical Infrastructure Site Locations		
1	Cal Water Site	801 N. Prospect Ave., Redondo Beach, CA
2	Beach Cities Health District	514 N. Prospect Ave., Redondo Beach, CA
3	South Bay Galleria	1804 Hawthorne Blvd., Redondo Beach, CA
4	Northrop Grumman	1 Space Park Blvd., Redondo Beach, CA
5	Verizon	650 Palos Verdes Blvd., Redondo Beach, CA
6	Police Department	401 Diamond Street, Redondo Beach, CA
7	Backup Dispatch (Fire Sta 2)	2400 Grant Ave., Redondo Beach, CA
8	Microwave Link	1700 1/2 Punta Place, Palos Verdes Estates, CA
9	Fire Station 1	401 S. Broadway, Redondo Beach, CA
10	Fire Station 3	280 Marina Way, Redondo Beach, CA

- b. Equipment that is included in this Agreement is contained in Exhibit A-1.
- c. Additions or deletions of radios from Exhibit A-1 will require a written submission and approval from both parties before being considered.
- d. Commline shall take direction from the City Manager and/or his/her designee.

II. Technical Support

- a. Technical support shall include general repair and maintenance of the above-mentioned equipment, identified by serial number.
- b. General repairs shall be defined as repairs of radios that include the following: intermittent or no transmit/receive; intermittent or no power; unresponsive equipment; programming,
- c. Certain technical support and repairs will be not covered under this agreement, such as, radio problems caused by excessive physical abuse/accidents or misuse; force majeure; fire; liquid damage; lack of performance due to the current repeater setup and location will also not be included.
- d. New equipment or project expansions can be added via amendment approved by both parties.

III. Service Call Scope

- a. Service Calls: Commline shall provide support within 4 hours of a call or email. Calls generated on Saturday, Sunday and bank holidays will be serviced the following business day.

Response Severity	Description	Phone Response Time	On-Site Time
Critical	7x24 response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel	1 hour	4 hours
Impactful	Mon-Fri, 8:00 a.m. - 4:00 p.m. response to failures that degrade business operations, but do not impact safety of personnel	2 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	4 hours (for work performed during business hours; if not, will be addressed next business day)
Routine	Mon-Fri, 8:00 a.m. - 4:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel	4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	Next Business Day

- b. Critical Infrastructure shall be covered 24/7, including holidays.
- c. Repeater Infrastructure Troubleshooting: Commline shall provide initial troubleshooting/assessment of the existing repeater infrastructure problems. Labor will be covered by the service contract, but replacement cost of bad equipment will be invoiced accordingly.
- d. Radio/Repeater Repairs:
- Repair requests shall be picked up by a Commline representative/courier service or by UPS label provided by Commline, within 48 hours of request.
 - Radio repairs, if repairable, shall be completed no longer than 2 weeks from receipt of equipment. If repairs are to take longer than 2 weeks, notice shall be submitted to inform of a revised return date.
 - Beyond Economic Repair – Radio repair costs that exceed the market value of the radio can be deemed 'Beyond Economic Repair or BER'. Common reasons to be considered as BER include: damage to PC boards, unavailability of parts due to discontinuation of radio/parts, etc.
 - Repaired radios shall have a 90-day warranty.
- e. Preventative Maintenance Program: Commline shall provide scheduled onsite maintenance of existing repeater infrastructure.
- f. Consultation services of replacement, depreciation, and budgeting of RF-related equipment.

- g. Attend technical meetings on behalf of City upon invitation.
- h. Administratively manage Avtec
 - i. Monitor system performance and change management for firmware and features.
 - ii. Plan and roadmap enhancements and features on behalf of City.
- i. Administer INSB deployment
 - i. Monitor changes and perform preventative diagnostics of RF sites as related to the participation of the Redondo Beach Police Department within INSB as a member City.
 - ii. Monitor planned outages and ICI alert messages for the City as a participating City of the INSB.
 - iii. Provide code-plug updates for the City's Radio Management program and provide code-plug updates as required by the Department twice per year, with automatic pushes through the Radio Management program, and shall schedule (5) days per Department for non-Wi-Fi-enabled subscriber equipment.
- j. Provide technical interoperability for the City with interoperability of South Bay Network members to provide network access for equipment that uses shared functionality. The INSB is a regional radio network that provides a voice radio system for the municipal jurisdictions serving the southwest portion of Los Angeles County. The shared equipment includes:
 - a. Trunking Gateway – version compatibility and coordinated upgrades
 - b. Cambium Microwave ring and network equipment
 - c. Radio Management database
 - d. Aruba Wi-Fi Access Points
 - e. Interagency Communications Interoperability firewall compatibility
- k. Maintain technical interoperability with South Bay Regional Public Communications Authority (SPRPCA) for Redondo Beach network access for equipment that uses shared functionality.
- l. Prepare administrative updates for radio frequency licenses, including but not limited to changes in radio frequency, address, phone number, fax number, control point, email address, point of contact information and removing parties from the license. Provide for renewal of radio licenses prior to expiration.
- m. Provide for field testing of the radio frequencies, prepare Letters of Concurrence as necessary.
- n. Review all prior Coordination Notices (PCN) for other proposed microwave systems to prevent radio interference with the City of Redondo Beach.

EXHIBIT A-1

Police Department	Building	Manufacturer	Year Purchase	Lifespan	Qty
Police Tactical Main Repeater	Cal Water / Prospect		2005	10	1
Police Detective Main Repeater	Cal Water / Prospect		2005	10	1
Municipal Services Main Repeater – 800Mhz	Cal Water / Prospect		2005	10	1
Police Primary Stand-by Repeater	Radio Room		2004	12	1
Police Primary Receiver (1 of 3)	Verizon		2004	12	1
Police Primary Receiver (2 of 3)	Northrop Grumman		2004	12	1
Police Primary Receiver (3 of 3)	South Bay Galleria		2004	12	1
Police Tactical Receiver (1 of 3)	Verizon		2004	12	1
Police Tactical Receiver (2 of 3)	Northrop Grumman		2004	12	1
Police Detective Receiver (1 of 3)	Verizon		2004	12	1
Police Detective Receiver (2 of 3)	Northrop Grumman		2004	12	1
Police Tactical Stand-by Repeater	PD Upstairs		2006	10	1
Police Primary Comparator	Radio Room		2006	10	1
Police Tactical Comparator	Radio Room		2006	10	1
Police Detective Comparator	Radio Room		2006	10	1
Police Primary Control Station	Radio Room		2006	10	1
Police Tactical Control Station	Radio Room		2006	10	1
XTL5000 Mobile Radios	PD	Motorola	2006	10	77
CDM1250 Mobile Radios – MSO	PD	Motorola	2006	10	2
XTS5000 Portable Radios	PD	Motorola	2007	10	115
XTS3000 Portable Radios	PD	Motorola	2007	10	35
Police Detective Standby Repeater	Radio Room		2008	10	1
Police Tactical Receiver (3 of 3)	South Bay Galleria		2008	10	1
Police Detective Receiver (3 of 3)	South Bay Galleria		2008	10	1
TXRX UHF Combiner	Cal Water / Prospect	Motorola	2005	15	1
Police Primary Main Repeater	BCHD		2012	10	1
UHF CLEMARS/NALEMARS Base Station	Dispatch Server Room	Motorola	2013	10	1
VHF CLEMARS/NALEMARS Base Station	Dispatch Server Room	Motorola	2013	10	1
XTL1500 Mobile Radios for MSO	PD	Motorola	2013	10	6
APX 8000 Portable Radios	PD	Motorola	2017	10	10
APX 8000 Portable Radios	PD	Motorola	2018	10	83
APX 900 Portable Radios	PD	Motorola	2018	10	27
APX 8500 Mobile Radios	PD	Motorola	2018	10	77
Chargers single-unit Impres2	PD	Motorola	2018	10	93
Charger Multi-Unit, Impres2 6dispatch	PD	Motorola	2018	10	4
Mobile Antenna	PD Vehicles	Motorola	2018	10	78
Portable Batteries	PD	Motorola	2018	10	93

Palm Microphone Mobile	PD	Motorola	2018	10	93
APX 8000 Portable Radios	PD	Motorola	2020	10	20
Chargers single-unit Impres2	PD	Motorola	2020	10	20
Portable Batteries	PD	Motorola	2020	10	20
Palm Microphone Mobile	PD	Motorola	2020	10	20

Alternate PSAP	Building	Manufacturer	Year Purchase	Lifespan	Qty
Avtec Console for dispatch (1) I-PAD radio	FS2 / Alt PSAP	Avtec	2020	10	1
So. Bay Fire Base Station	FS2 / Alt PSAP	Motorola	2005	10	1
Fire Admin Control Station	FS2 / Alt PSAP	Motorola	2011	10	1
Police Primary Radio	FS2 / Alt PSAP	Motorola	2012	10	1
Police Tactical Radio	FS2 / Alt PSAP	Motorola	2012	10	1

Dispatch	Building	Manufacturer	Year Purchase	Lifespan	Qty
Avtec Dispatch (4)	Dispatch	Avtec	2020	10	4
Gold Elite Radio Server (Dispatch/glass room)	Dispatch Server Room	Motorola	2005	10	1
Gold Elite Dispatch - Back Room Equipment	Dispatch Server Room	Motorola	2005	10	1
Twelve channel selectable receiver (#1)	Dispatch	Motorola	2013	10	1
Twelve channel selectable receiver (#2)	Dispatch	Motorola	2013	10	1

Public Works	Building	Manufacturer	Year Purchase	Lifespan	Qty
Public Works Main Repeater	Cal Water / Prospect		2006	10	1
Public Works Standby Repeater	PW		2008	10	1
Public Works Receiver (1 of 3)	Verizon		2008	10	1
Public Works Receiver (2 of 3)	Northrop Grumman		2008	10	1
Public Works Receiver (3 of 3)	South Bay Galleria		2008	10	1
8 Channel Comparator	PW	Motorola	2008	10	1
APX 7000 Portable Radios	PW	Motorola	2020	7	20

Fire Department	Building	Manufacturer	Year Purchase	Lifespan	Qty
Fire Primary Control Station	Radio Room		2005	10	
Fire Primary Base Station	Fire 1		2005	10	
Fire Admin Base Station	Fire 1		2005	10	
Fire Primary Base Station	Fire 2		2005	10	
Fire Admin Base Station	Fire 2		2005	10	
Controller / Decoder	Fire 1		2005	10	
Controller / Decoder	Fire 2		2005	10	
Fire Zetron Encoder (Pod 1)	Dispatch		2005	10	
Fire Zetron Encoder (Pod 4)	Dispatch		2005	10	
Fire Admin Main Repeater	Cal Water / Prospect		2008	8	

Fire Primary Main Repeater	Cal Water / Prospect		2006	10	
Fire Primary Standby Repeater	Radio Room		2006	10	
Fire Primary Comparator -Digitac 8 Channel	Radio Room		2006	10	
CDM1250 Fire Base Station	Fire 1/Back Room		2006	10	2
CDM1250 Fire Base Station	Fire 2/Back Room		2006	10	2
Fire Admin Standby Repeater	PD Attic		2008	10	
Fire Primary Receiver (1 of 3)	Verizon		2008	10	
Fire Primary Receiver (2 of 3)	Northop Grumman		2008	10	
Fire Primary Receiver (3 of 3)	South Bay Galleria		2008	10	
Fire Admin Receiver (1 of 3)	Verizon		2008	10	
Fire Admin Receiver (2 of 3)	Northop Grumman		2008	10	
Fire Admin Receiver (3 of 3)	South Bay Galleria		2008	10	
Fire Admin Comparator - Digitac 8 Chanel	Radio Room		2008	10	
Fire Admin Control Station	Radio Room		2013	10	
VHF Fire White/So. Bay Fire Tac Base Station	Radio Room	Motorola	2013	10	
APX 8000 ALL BAND Portable radio	FD	Motorola	2017	10	18
APX 8500 ALL BAND Mobile Radio	FD	Motorola	2017	10	12
APX 8000 ALL BAND Portable radio	FD	Motorola	2018	10	64
APX 8500 ALL BAND Mobile Radio	FD	Motorola	2018	10	32
Remote Speaker Microphone	FD	Motorola	2018	10	64
Desk Set Radios	FD	Motorola	2018	10	6
Bank Chargers	FD	Motorola	2018	10	6
Portable Chargers	FD	Motorola	2018	10	20
Hand Microphone Water Resist	FD	Motorola	2018	10	40
Mobile Antenna	FD	Motorola	2018	10	32
Power Cord Desk Set	FD	Motorola	2018	10	3
Head Set Jack	FD		2018	10	4
Zetron FD Paging System	FD	WestNet	2020	10	1

EXHIBIT B
SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence March 15, 2022 and expire February 28, 2027 ("Term"), unless otherwise terminated as herein provided. The City Manager and/or his/her designee may extend the term of Agreement in writing for additional one-year terms, not to exceed four years, from February 27, 2027 pursuant to the same terms and conditions of this Agreement.

**EXHIBIT C
COMPENSATION
APPROVED FEE SCHEDULE**

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

1. **AMOUNT.** OF As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the monthly fee of \$5,500 (\$66,000 per year), with a 5% annual increase each year – see chart below:

Fee Schedule				
Year	Start Date	End Date	Monthly Cost	Annual Cost
Year 1	3/1/2022	2/28/2023	\$ 5,500.00	\$ 66,000.00
Year 2	3/1/2023	2/29/2024	\$ 5,775.00	\$ 69,300.00
Year 3	3/1/2024	2/28/2025	\$ 6,063.75	\$ 72,765.00
Year 4	3/1/2025	2/28/2026	\$ 6,366.94	\$ 76,403.25
Year 5	3/1/2026	2/28/2027	\$ 6,685.28	\$ 80,223.41

2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. 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.** Monthly in arrears.
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.

City:

Attn: Jessica Antes
City of Redondo Beach PD
401 Diamond St.
Redondo Beach, CA 90277
Telephone: 310-379-2477 x2655
Email: jessica.antes@redondo.org

Contractor:

Attn: Jeff Fukasawa
Commline Incorporated
13700 Cimarron Avenue
Gardena, California 90249
Telephone: 310-390-8003
Email: jeff.fukasawa@commline.com

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. 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.

EXHIBIT C
APPROVED FEE SCHEDULE – Optional Rates

Optional services are available to the City under this agreement. Quotes to be provide upon request with the following rates:

DESCRIPTION OF SERVICES TO BE PERFORMED	COST	EXCLUSIONS
PROGRAMMING OF SUBSCRIBER RADIOS	\$35 PER RADIO	CODEPLUG CREATION (INCLUDING CUSTOM CALL LIST AND FEATURES PER RADIO)
CODEPLUG MANAGEMENT AND CREATION	VARIABLE	
FIRMWARE UPGRADING	\$95 PER UNIT	RADIOS NO LONGER SUPPORTED BY MANUFACTURER, RADIOS FROM OUTSIDE THE U.S. (MANUFACTURER SUBSCRIPTION MAY BE REQUIRED)
FEATURE SET FIRMWARE UPGRADING	VARIABLE	
AUTO TEST/ TUNE AND ALIGNMENT OF SUBSCRIBER	\$25 PORTABLE \$50 MOBILE	
REPAIR OF SUBSCRIBER UNITS	\$145 PLUS PARTS	EXCLUDES: HOUSING, LIQUID, OR PHYSICAL DAMAGE
REPAIR RADIO INSPECTION FEE- NO REPAIR	\$25 PER RADIO	
BATTERY INSPECTION FEE	\$15 PER BATTERY	
FCC LICENSING AND COORDINATION	VARIABLE	
SITE INSTALLATION	\$205/HR	
VEHICLE INSTALLATION	\$175/HR	
ON-SITE TECHNCIAN	\$205/HR	
Emergent / After Hours (non-service contract customers)	\$410/HR	4-hour minimum after hours
CONSOLE WORK	\$255/HR	
Emergent / After Hours (non-service contract customers)	\$510/HR	4-hour minimum after hours
ON-SITE ENGINEERING/ L3 SUPPORT	\$275/HR	
Emergent / After Hours (non-service contract customers)	\$550/HR	4-hour minimum after hours
PROJECT MANAGER	\$375/HR	
LOCAL TRIP CHARGE	\$95.00	LOCAL (Los Angeles Metro & Orange County Metro)
Emergent / After Hours (non-service contract customers)	\$190	LOCAL (Los Angeles Metro & Orange County Metro)
NON LOCAL TRIP CHARGE	VARIABLE BY LOCATION	

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: \$1,000,000 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 are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

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
03/03/2022

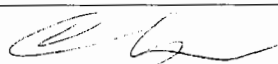
PRODUCER Christian Charles Insurance Services Inc 3750 E. Anaheim St., Suite 201 Long Beach, CA 90804 (562) 264-1453		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Commline, Inc. 13700 Cimarron Ave. Gardena, CA 90249		INSURERS AFFORDING COVERAGE	
COVERAGES		NAIC #	
		INSURER A: Berkley Assurance Company 39462	
		INSURER B: Trumbull Insurance Company 27120	
		INSURER C: Berkley Assurance Company 39462	
		INSURER D: Falls Lake Ins Co. 31925	
		INSURER E: Certain Underwriters at Lloyd's	

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	VUMB0207472	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP(Any one person) \$ EXCL
					PERSONAL && ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP / OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO - JECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY	72UECGZ9341	12/05/2021	12/05/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON - OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
C	EXCESS LIABILITY	VUMA0256140	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
					\$
					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FLA018358-00	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> WC STATU - TORY LIMITS <input type="checkbox"/> OTH - ER
	E. L. EACH ACCIDENT \$ 1,000,000				
	E. L. DISEASE - EA EMPLOYEES \$ 1,000,000				
	E. L. DISEASE - POLICY LIMIT \$ 1,000,000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				\$
	If yes, describe under SPECIAL PROVISIONS below				\$
E	OTHER	ESI0120100336	05/17/2021	05/17/2022	Limit of Liability \$ 2,000,000
	Cyber Liability				\$

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES EXCLUDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor, and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. This insurance is deemed primary and non-contributory. GL endorsements to follow by carrier.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED : INSURER LETTER :	CANCELLATION
City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following: VUMB0207472

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	Construction project sites at which you performed work for such additional insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: VUMB0207472

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

To any person or organization provided you entered into the contract with that person or organization prior to any claim or loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following: VUMB0207472

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

With respect to coverage provided to an additional insured via attachment of an Additional Insured endorsement to this policy, such coverage is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LEGAL LIABILITY

This endorsement modifies insurance provided under the following: VUMB0207472

COMMERCIAL GENERAL LIABILITY COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

<u>Location No.</u>	<u>Limit of Insurance Each Location</u>	<u>Address – State Your Main Business Location as Location Number 1</u>
1	250,000	13700 Cimarron Ave., Gardena, CA 90246

<u>Coverages</u>	<u>Limit of Insurance For Each Customer's Auto – not to exceed the Limits of Insurance shown above at any one location</u>	
<u>Comprehensive Coverage</u>	\$	MINUS \$ _____ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" EACH LOSS
<u>Specified Causes of Loss Coverage</u>	\$ 250,000	MINUS \$ 1,000 _____ DEDUCTIBLE EACH "CUSTOMER'S AUTO" EACH LOSS
<u>Collision Coverage</u>	\$	MINUS \$ _____ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO" EACH LOSS

COVERAGE OPTIONS

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

EXCESS INSURANCE

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. In addition, coverage applies to "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

X PRIMARY INSURANCE

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

B. BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits than the provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declaration is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased with out a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto".

The insurance is provided only such addition insurance applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
 - (2) Subsequent to the execution of such written contract, and
 - (3) Prior to the expiration of the period of time in the written contract requires such insurance be provided to the addition insurance.
- (2) How Limits Apply
- If you have graded in written contract or written agreement that no other person or organization be added to the addition insurance on your policy, the most we will pay on behalf of such addition insurance is as follows:
- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The limits of insurance shown in the Declarations.

Such amount shall be provided not in addition to limits of insurance shown in the Declarations and described in this Section.

- (3) Addition Insurance Other Insurance
- If we cover claim or "suit" under this Coverage Part may also be covered by other insurance available to the addition insurance, such addition insurance must submit such claim or "suit" to the other insurer or deductibles and indemnity.
- However, this provision does not apply to the extent you have graded in a written contract or written agreement that this insurance is primary and non-contributory with the addition insurance's own insurance.
- (4) Duties in the Event of Accident, Claim, Suit or Loss
- If you have graded in written contract or written agreement that no other person or organization be added to the addition insurance on your policy, the addition insurance shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Non-Medical Insurance.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to the addition insurance in 1.D. - Addition Insurance If Required by Contract, the following provisions apply:

- (3) Primary Insurance When Required By Contract

This insurance is primary if you have graded in written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with the other insurance by the method described in Other Insurance 5.d.

- (4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have graded in written contract or written agreement that this insurance is primary and non-contributory with the addition insurance's own insurance, this insurance is primary and we will not seek contribution from the other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the addition insurance has been added to the addition insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" by any other insurer or reinsurer and the insured against the "suit". If no other insurer deductibles, we will underwrite to do so, but we will be liable to the insured's rights against the host other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, the excess of the sum of:

- (1) The total amount of all such other insurance would pay or the loss in the absence of this insurance; and
- (2) The total deductible and self-insured amounts under all the other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employer" on your behalf and your direction will be considered a "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/01/2022

Policy No. FLA018358-00

Endorsement No. 1

Insured: Commline, Inc. (a Corp)

Insurance Company: Falls Lake Fire & Casualty Company

Countersigned By _____

EXHIBIT E

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. 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. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
4. 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.
5. 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. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law 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.
6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
7. 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 sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) 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. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) 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 (8) hours in any one (1) calendar day and forty (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 8 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 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. 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."

10. 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.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, 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 termination of the Agreement.