

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GOSERCO, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Goserco, Inc., an Arizona corporation ("Contractor" or "Consultant").

The parties hereby 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".

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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 performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may

authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

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. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). 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.
 - a. Acknowledgement. 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. 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. 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 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be

responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
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 19th day of September, 2023.

CITY OF REDONDO BEACH
a California corporation

GOSERCO, INC.
an Arizona corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF WORK

- A. **PROJECT OVERVIEW:** Contractor shall implement a communications recording solution for the City Police Department (this "Project") This scope of work outlines the services and the responsibilities. The Project aims shall include all necessary installation, configuration, testing, training, and Project management to ensure a successful deployment of the new communications recording solution.
- B. **ASSUMPTIONS:**
1. **City Point of Contact:** City will designate a single point of contact as the Project owner with the authority to sign off on Project phases upon completion.
 2. **Work Hours:** All Project-related work will be scheduled between Monday and Friday, 8 am to 5 pm. Weekend or evening work will require mutual agreement.
 3. **Project Documentation:** Contractor and City will jointly create and approve all Project documentation except in the case of base documentation, including Contractor's internal Project documentation for the equipment. City will approve the final installation schedule and final versions of Project documentation.
 4. **Project Acceptance:** "Project Acceptance" (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written Project plan, and a successful support turnover call, and Contractor's delivery to the customer of "as-built" system configuration documentation.
 5. **Responsibility for Carpentry and Mechanical Work:** City will be responsible for all carpentry or mechanical work that is not explicitly detailed in this scope of work.
 6. **Non-Union Labor at Customer Location:** The City location does not require the use of union labor.
 7. **Exclusions Cabling and Termination of Wiring:** The cabling or termination of telecom, Ethernet, or electrical supply wiring is not included in this scope of work. More information is provided in the section titled "Specific Technical and Other Provisions."
 8. **Shipping:** All shipments for this Project will be via local delivery or "UPS Ground," except when the City requests expedited shipping, in which case the actual cost will be billed.
- C. **CONTRACTOR'S DUTIES**
Contractor shall:
1. **Comprehensive Installation Package:** Provide an all-inclusive installation package, covering Project management, installation, configuration, testing, travel time, expenses, and 1st-year support (Monday to Friday, 8 am to 5 pm).
 2. **Pre-installation Build, Configuration, and Shipping:** Prepare the pre-installation build and the necessary components, configure them as required, and ground ship them to the Project site.

3. **Remote Project Management, Planning, and Documentation:** Ensure its Project manager shall work closely with the City's designated Project Manager to plan and document all Project activities. This shall be done remotely.
4. **On-Site System Installation and Configuration:** Be present on-site during business hours to perform the installation and configuration of the communications recording solution, and perform the recording testing.
5. **Deployment of Search/Playback/Export Client Environment:** Deploy the necessary client environment for searching, playback, and exporting recorded data.
6. **Network Archival Configuration:** Configure network archival to the customer-furnished network-attached storage (NAS).
7. **Access Security Configuration:** Configure access security as per the customer's furnished information to ensure proper system access.
8. **NTP Time Synchronization and System Email Notifications:** Set up NTP time synchronization and configure system email notifications as needed.
9. **End-User Training:** Conduct training sessions for end-users, system administrators, and supervisors to ensure proper system usage.
10. **Travel Time and Expenses:** All travel time and expenses incurred by Contractor during the Project are included in this scope of work and there shall be no additional cost.
11. **1st-Year On-Site Warranty Repair Service and Remote Support:**
Notwithstanding any other warranty provided in the Agreement, provide on-site warranty repair service for the first year, along with unlimited remote support from Monday to Friday, 8 am to 5 pm. City may renew warranty for subsequent years.
12. **Project Management:** Provide a Project Manager (or designated backup) to work with the City throughout the Project's duration. Ensure the Project Manager shall:
 - a. Oversee each phase of the Project, including shipping, installation, training, and all other Project-related matters.
 - b. Manage and escalate problem-solving within Contractor's internal teams and act as a point of contact for the City.
 - c. Handle communication related to equipment procurement and transportation within Contractor's organization.
 - d. Review all Project documentation.
 - e. Maintain a comprehensive Project schedule and tasks list.
13. **Installation Services:** Perform all services under this scope of work between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the City Project Manager and Contractor's Project Manager.
 - a. Installation Training
 1. Ensure each installation team will consist of one to two skilled Contractor's technicians.
 2. Installation and training shall only be for Eventide NexLog recording equipment and City software, as provided in Exhibit "C".
 3. Ensure each technician shall bring appropriate tools to complete their assigned tasks.

4. Escalate any issues that may delay, or prevent the completion of the installation, to the Contractor's Project Manager for resolution. Make every effort to remedy the issue while technician is on site.
 5. Upon completion of the installation, leave all work areas will neat and free of any recording system installation materials and packaging.
 6. Contractor is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, and PBX configuration/changes).
- b. Training Services
1. Perform all services specified in this scope of work between 8:00 a.m. and 5:00 p.m. local time, from Monday to Friday, or on other suitable days and times as agreed upon by both the City and Contractor's Project managers.
 2. Provide training content as outlined in the Project scope defined herein.
 3. Training scheduling will be mutually agreed upon by the City and Contractor's Project Manager.
 4. Although City will coordinate classroom facilities (where applicable), schedule and ensure the attendance of relevant participants, and produce any printed materials, Contractor shall assist in organizing and planning with the City's Project Manager.
14. **Contractor Contacts:** Contractor shall assign parties for the following designations prior to implementation.
- a. Project Manager: TBA
 - b. Backup Project Manager: TBA
 - c. Lead Technician: TBA
 - d. Account Rep: TBA
 - e. Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

D. CITY'S DUTIES

1. **Project Manager Designation:** Designate a Project Manager before commencing any work on the Project calendar or plan. The designated City Project Manager shall be the primary point of contact for all communications between Contractor and various City departments involved in the Project.
2. **Communications Interface:** Serve as the communications interface between Contractor and all City departments participating in this Project.
3. **Coordination of Information and Requirements:** Coordinate and ensure the provision of all required City information (as necessary for proper implementation) and delivery of requirements (hardware, technical support, and services) in order to perform this Statement of Work.
4. **Response:** Provide answers and information within three working days of Contractor's request, unless the City and Contractor mutually agree to an extended response time.
5. **Personnel Assignment:** Assign personnel to be present on-site during equipment delivery and installation to verify and accept the installations. Contractor shall coordinate the schedule with the City Project Manager

6. **Issue Resolution and Escalation:** Assist in resolving and escalating any Project-related issues and problems within the City staff.
7. **Project Change Control:** Administer Project Change Control in conjunction with the Contractor's Project Manager.
8. **Documentation:** Receive, review, and maintain Contractor's prepared documentation.
9. **Equipment Responsibility:** Accept responsibility for the security of all equipment shipped to the City's location(s).
10. **Payment Arrangement:** Arrange for payment of deposits and invoices as provided in Exhibit "C".
11. **Customer Contacts:** City will assign parties for the following designations prior to implementation.
 - a. Project Manager: [Name]
 - b. Telephony Contact: [Name]
 - c. 911 Telephony Contact: N/A
 - d. Radio Contact: TBA
 - e. IT Servers/Network Contact: TBA
 - f. IT Desktop Contact: TBA
 - g. Operations (Site) Contact: TBA

E. SPECIFIC TECHNICAL SERVICES AND OTHER PROVISIONS

1. Equipment-Environment

- a. City will provide adequate Uninterruptible Power Supply (UPS) power and appropriate power distribution for all servers to be installed.
- b. City will provide sufficient rack mounting space and proper environmental control in locations where equipment is to be installed. If the standard 19" 4-post rack rail hardware supplied by the Contractor is insufficient for proper installation, the City will provide and install suitable rack shelving or other mounting hardware as required by local building/equipment installation codes.
- c. Each server must be located within Ethernet standard distances of the connected switch, and it should have a minimum of two available ports for network access. One port will be dedicated for network traffic (CTI connection, client connections, and CAS server upload), and the other is for IP recording capture or as a spare.

2. Operating System and Anti-Virus Software

- a. City is responsible for providing and configuring anti-virus software for the server(s) for Windows-based systems. Contractor shall provide manufacturer-tested update levels on regular basis, as passed by Quality Assurance testing and released by the manufacturer (typically semi-monthly).
- b. City is responsible for anti-virus software (and proper configuration thereof) for the server(s). Note: There may be mandatory file extension type exclusions for Windows-based servers (including any that are virtualized).

3. Equipment Access and Remote Access

- a. City will provide uninterrupted remote access to all Contractor-installed servers (and potentially relevant clients) during any period in which the Contractor provides installation or configuration services, technical support, or maintenance/extended warranty services.

4. Networking, Clients, and Desktop Installations

- a. The City will provide server systems with network connectivity, static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP (Network Time Protocol).
- b. The City is responsible for the network administrative configuration of the recording servers. City should consult with the Contractor prior to implementing any configuration or changes, as there may be specific network environment requirements for the system(s). For instance, Audiolog servers typically need to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. Additionally, Eventide servers being Linux-based may have specific required network configuration.
- c. The City will ensure that any new client user PCs meet the minimum requirements listed in the system documentation CD.
- d. The City will make an appropriate City network technician be available on installation and testing days to assist with the installation and City software installation as needed. The City technician will also collaborate with a Contractor technician to produce client software load procedure documentation during the installation.
- e. The City will be responsible for all network configuration required to achieve implementation. This includes ensuring both server connectivity and client PC network connectivity and configuration. Moreover, the City is responsible for providing and ensuring LAN/WAN connectivity and configuration that allows for proper client access from within or off-site, if applicable, including any necessary firewall configuration.
- f. If the Contractor is to perform any installation of client software and restrict access to the system on a per-user basis, the City will provide a list of client PCs, AD user names, actual user names, and a seating chart that includes desired channel-level security restrictions.

5. Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- a. City will provide or arrange for the purchase, installation, and configuration of all necessary telephone/PBX, digital radio, and/or IP dispatch console hardware and software. This encompasses any required licensing to support recording in the City's communication environment.
- b. City will provide or arrange for the purchase, installation, and configuration of all related/required network infrastructure components, such as switches, firewalls, communications circuits, etc.
- c. City will purchase or arrange for the purchase for all required configuration, testing, and troubleshooting services pertaining to the telephone/PBX, digital

radio, and/or IP dispatch console integration. This also includes any necessary network configuration, including the setup of SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications with the telephone/PBX, digital radio, and/or IP dispatch consoles, and the City's network.

- d. City will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information, including but not limited to, hardware and software versions, IP addresses, and protocols as well as details that may be needed to ensure a successful integration and proper recording, such as agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names.

6. Wiring - Traditional Device Monitoring, and Other Wiring Notes

- a. Contractor shall typically provide a demarcation point (usually 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). City will provide feed wiring for all audio sources to be recorded and cross-connect them to the provided demarcation point.
- b. For direct digital station tapping, City provide feed wiring for the extensions to be recorded. This involves passing the cross-connect wiring from the designated PBX output pair through the provided recording demarcation point (punch without cut/termination) and continuing to the designated premise wiring/jack pair for the phone to be recorded. Contractor will re-cross connect existing phones so that they pass through the recording demark in cases where the City can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair).
- c. For analog recording of digital or VoIP phones via logger patch, City will provide analog feed wiring in the form of a CAT5 cable home run from within 5 feet of each phone (terminated as an RJ11) to the recorder demarcation block (non-terminated). Contractor shall typically provide and install the required analog logger patches. Additionally, a standard 110V AC power outlet within 5 feet of each phone is required.
- d. For analog recording of LIFELINE100 and VIPER systems (Intrado/Positron) and VESTA systems (Airbus/Cassidian), City will provide CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) to Contractor at no charge. If ANI/ALI integration is included, City will provide a standard DB9M serial connector (providing standard CDR from the Viper system) to Contractor. For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable), City will provide to Contractor at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, which City will provide to Contractor at no charge to Contractor.

- e. For analog recording of radio, City will provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Contractor.
- f. For analog VOX recording, optimal signal strength (when audio is present) typically falls within a range of -10dBm to 0dBm.

F. DELIVERABLES

1. **Status Reports:** Contractor shall ensure its Project manager provides weekly Project plans or status reports via e-mail, advising the City Project team of the progress and status of the Project. The report shall outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified. The report shall include, but not be limited to the following:
 - a. A regularly updated Project schedule, noting key events, planned travel, and training schedules.
 - b. Activities performed during the week/month.
 - c. Activities planned for the next week/month.
 - d. Issues or concerns about activities, which occurred in the previous week/month.
 - e. Recommendations relating to problems or issues.
 - f. Any other items that Contractor reasonably anticipates may have an effect on the schedule or otherwise materially impact the Project.
 - g. Billing information if there is a cost.
2. **Installation Checklist/Cutover Plan (if applicable):** City and Contractor shall prepare an installation checklist/cutover plan document, which will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require City approval prior to installation.
3. **Copies of All System Software and Documentation:** Contractor shall provide one copy of all system software and documentation for each site. In most cases documentation is provided in .PDF format on CD or DVD. City will be responsible for safe-keeping of software and documentation
4. **Other Project Documentation:** Contractor shall provide other Project documentation, including specific technical documentation, specific Project planning documentation, and specific site-specific configuration details documentation.
5. **Administrator and End-User Training:** Contractor shall work with City to schedule system administrator and end-user training sessions. Contractor shall provide a training plan that details the training content, formats, and relevant audience(s) prior to training.

EXHIBIT “B”

SCHEDULE OF COMPLETION

TERM. The term of the Agreement shall commence on October 1, 2023 and continue until September 30, 2024, 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.

- A. **AMOUNT.** Contractor shall be paid in accordance with the attached schedule.
1. **Order Deposit:** City will pay a deposit equal to 50% of all hardware and software.
 2. **Additional Charges for Troubleshooting:** Any hours spent troubleshooting problems outside the Project scope defined herein will incur additional charges. Remote access troubleshooting will be billed at \$150 per hour, while on-site troubleshooting will be billed at \$225 per hour. No additional charges shall be authorized unless Contractor's Project Managers obtain prior written approval from the City before performing any such work.
 3. **Tax Obligations:** City agrees to pay all applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this Agreement or any Sales or Services Agreements, based on the taxing authorities' rates in the respective jurisdiction of product delivery or service performance.
- B. **METHOD OF PAYMENT.** Equipment and software invoices will be generated upon delivery to the City site(s), and service invoices will be generated upon completion of the services. Contractor shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
1. All personnel who performed work.
 2. Description of the work performed.
 3. Dates of Service.
 4. Description of equipment purchased.
 5. Quantity purchased.
 6. Total amount for the work performed (prorated if applicable).
 7. All City approved and documented subcontractor invoices.
- Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the invoice(s); provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount. City may take a 2% discount on the total invoice amount if paid within 10 days of the receipt of the invoice.

- D. **NOTICE.** Written notices to City and Contractor shall be given by email, registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor: Goserco, Inc.
7165 East University Drive, Suite 180
Mesa, Arizona 85207
Attention: Cheryl Walters, Office Manager
Email: Cwalters@goserco.com

City: City of Redondo Beach
Police Department
401 Diamond Street
Redondo Beach, CA 90277
Attention: Jason Kilpatrick, Communications Manager
Email: jason.kilpatrick@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the second business day if sent by email, and 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.

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide NexLog Hardware		Price	Qty	Ext. Price
CE-NexLog740DX	Standard NexLog 740 DX-Series: 2x1TB Fixed s/w-RAID1=1TB storage	\$6,816.00	1	\$6,816.00
	Display Options			
CE-DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,242.50	1	\$1,242.50
	Internal Storage Options			
CE-DX705-1	Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap RAID1=2TB storage	\$2,094.50	1	\$2,094.50
	Rack Slide Options			
CE-324430 DX	Rack Mount Slides - 26" 4 Post, 3U (for NexLog 740DX)	\$255.60	1	\$255.60
	Record Boards- 16 Analog Channels. 6 Vesta Positions, radio position/console recording, trunks or admin			
CE-DXANA16	16-Channel Analog PCIe (PCI Express) Card, 16 Ch. Licenses	\$3,408.00	1	\$3,408.00
CE-264242-003	9 ft. Cable for Analog or Digital PBX card	\$65.32	1	\$65.32
CA-NAS-RMNAS4TB	Rackmount NAS 4TB, 1U w/ 4x2TB SATA HDD (RAID5 + Hot Spare) and Rail Kit	\$2,300.00	1	\$2,300.00
Subtotal:				\$16,181.92

Eventide NexLog Software		Price	Qty	Ext. Price
CE-271083	8 pack MediaWorks DX (web) concurrent license	\$812.04	1	\$812.04
CE-271109	Eventide SSL Enabler option Eventide SSL Enabler option	\$0.00	1	\$0.00
CE-271111	Eventide MP3 option for MediaWorks DX	\$138.45	1	\$138.45
CE-271146	Enhanced Active Directory Integration - No Support Enhanced Active Directory Integration - No Support	\$0.00	1	\$0.00
	*IP licenses are for IP VESTA 911 phone.			
CE-271052	Internal IP Recorder with First 8 G.711 Channels	\$2,733.50	1	\$2,733.50

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide NexLog Software		Price	Qty	Ext. Price
CE-DX912	Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$7,739.00	1	\$7,739.00
		Subtotal:		\$11,422.99

EWP and Software Subscription		Price	Qty	Ext. Price
CG-EWP-Gold	EWP: Gold EWP contract: business hours (M-F 8am-5pm with Remote), on-site, parts and labor. Remote access required. Terms and conditions are listed on EWP contract.	\$8,295.42	1	\$8,295.42
CE-DXSUS-12MO	Software Update Subscription (DXSUS) for complete DX-Series recording Solution, DX-Series Virtual Recording Solution and DX-Series Smart Gateway. Continuous DXSUS subscription is required for access to versions and updates. Price is per 12-Month period	\$1,444.20	1	\$1,444.20
		Subtotal:		\$9,739.62

Professional Services		Price	Qty	Ext. Price
CG-SVC-Implementation Pkg	Comprehensive installation package: includes all project management, installation, configuration, REMOTE training, testing, all travel time and expenses, and 1st year support (M-F 8am-5pm) Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)	\$8,100.00	1	\$8,100.00
CG-SVC-Standard Shipping	Standard Shipping and Handling Charges Standard Shipping and Handling Charges	\$150.00	1	\$150.00
		Subtotal:		\$8,250.00

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

CMAS pricing* Eventide DX Quote-Hybrid system(analog and IP)

Quote Information:

Quote #: 012024

Version: 1

Delivery Date: 07/06/2023

Expiration Date: 08/13/2023

Prepared for:

REDONDO BEACH POLICE DEPARTMENT

415 Diamond Street

Redondo Beach, CA 90277

Jason Kilpatrick

jason.kilpatrick@redondo.org

310-374-0287

Prepared by:

Goserco HQ

Shaun Andrews

480-964-8911 x 5117

Fax 480-964-8912

sandrews@goserco.com



Quote Summary		Amount
	Eventide NexLog Hardware	\$16,181.92
	Eventide NexLog Software	\$11,422.99
	EWP and Software Subscription	\$9,739.62
	Professional Services	\$8,250.00
	Subtotal	\$45,594.53
	Estimated Tax	\$1,537.29
	Total	\$47,131.82

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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 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.

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.