

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND POWERPHONE, INC. DBA TOTAL RESPONSE**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and PowerPhone, Inc., a Florida corporation dba Total Response ("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".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as forth in Exhibit "E".

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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.
- 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. Labor Law Requirements. 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. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. 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.

20. 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.
21. 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.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. 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.
24. 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.
25. 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.

26. Time of Essence. Time is of the essence of this Agreement.
27. 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.
28. 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."
29. 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.
30. 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.
31. 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.
32. 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.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. 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.
35. 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.
36. 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 20th day of May, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

POWERPHONE, INC., a Florida corporation
dba Total Response

James A. Light, Mayor

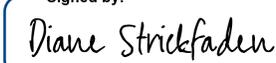
DocuSigned by:

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By: _____
Name: Joe Dunn
Title: Account Manager

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Signed by:

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

Contractor shall perform the following tasks for the implementation of the Total Response System Implementation Project (the "Project") in accordance with the terms and conditions set forth herein.

A. Tasks

1. Project Kickoff and Management

Contractor shall:

- a. Assign a dedicated Implementation Manager ("IM") with expertise in emergency communications and knowledge in the Total Response System.
- b. Schedule and conduct a kickoff meeting with key City stakeholders to:
 - i. Review the scope, agency processes, goals, objectives, and deliverables of the Project.
 - ii. At the kickoff meeting, develop a detailed Project Plan tailored to the City's needs, including but not limited to, pain points, objectives, deliverables, goals, and timeline.
 - iii. Execute and manage the timeline.

2. Installation and Configuration

Contractor shall:

- a. Provide the City with a technical survey for hardware and software readiness to ensure all prerequisites for the Project are met.
- b. Coordinate with the City to schedule the installation and configuration of the Total Response System once the technical survey is completed, reviewed and approved.
- c. Ensure the installation of Total Response is led by a highly trained Support and Deployment Specialist who will complete all installation tasks to ensure proper installation of the software.
- d. Schedule a time for the server and workstation installations.

3. CAD Integration

Contractor shall:

- a. Ensure the Total Response System is designed to work with the City's CAD system to streamline information and gather address details so the City can immediately identify the chief complaint and access the line of questioning needed for the call.
- b. Provide best practice consulting to seamlessly integrate the Total Response System with the City's CAD system.

- c. Setup City's CAD interface and test the integration prior to End User Training to ensure a successful training session.

4. **Configuration and Collaboration**

Contractor shall:

- a. Work with City's key stakeholders to understand the City's needs, including but not limited to, geographic and industrial resources, and call handling processes.
- b. Provide best practice consulting for configuration of the Total Response System based on the City's specific needs.
- c. Review the City's current call handling processes, staffing, and how the City is using CAD and incident codes.
- d. Understand what might need to be customized *in* the Total Response System.
- e. Provide the City with guidance on how to setup and configure the Total Response system to meet the City's needs.
- f. Provide user setup and permissions, hotkeys, keywords, protocol adjustment, and other functions.

5. **Validation**

Contractor shall:

- a. Following the completion of the Total Response System setup and configuration, coordinate User Acceptance Testing within the City to ensure the system functions properly, including verifying that interactions between the Total Response System and the City's CAD system are fully operational.
- b. Ensure the Total Response System and the interactions with the City's CAD are fully operational, prior to your Go Live.

6. **End User Training**

Contractor shall:

- a. Deliver the Total Response End User Training ("EUT") to the City's telecommunicators, ensuring comprehensive understanding and proficiency in using the Total Response software.
- b. Register staff with Contractor's Site Licensed Training ("SLT"), unless previously enrolled.
- c. Include the Total Response Application Training, Emergency Medical Dispatch, Fire Service Dispatch, Law Enforcement Dispatch, Call Assessment, and Continuing Education on specialized topics in the EUT.
- d. Make certification available for the Total Response System users.
- e. Enroll the users for certification availability during the implementation.

- f. Not charge **additional fees if the City adds or subtracts people** to its training roster and provide one fixed cost for the year as described in Exhibit “C”.

7. Go Live and Project Completion

Contractor shall:

- a. Ensure that the system is prepared for Go Live upon completion of all tasks necessary for the Project.
- b. Coordinate a Go Live date and time with the City and be available remotely to provide assistance.
- c. Introduce City designated staff to Contractor’s Marketing team who is available to assist with Go Live and beyond with social media and marketing campaigns.
- d. Conduct a meeting to close out the implementation project and transition the City to Contractor’s Customer Success Representative (“CSR”).

8. Post-Implementation

Contractor shall:

- a. Assign a dedicated CSR as the main point of contact post implementation.
- b. Ensure adoption and ongoing utilization of the Total Response System within the City, addressing inquiries and escalations, and maintaining the City’s goals and objectives.
- c. Provide periodic check in meetings throughout the year to ensure adoption and successful use of the Total Response System.
- d. Ensure its Technical Support Specialists are available after hours to assist with critical system issues.
- e. Ensure its Marketing team is available to assist the City with any marketing related requests such as press releases and social media content.

B. Deliverables

Contractor shall provide the following deliverables to the City as part of the Project:

- 1. Three (3) initial Total Response workstation licenses for system users
- 2. One (1) API license
- 3. One on-site visit for software training, consisting of a single trip that includes up to three (3) eight hour days.
- 4. One (1) Total Response Server License
- 5. Up to Eight (8) hours of database customization
- 6. Up to five (5) temporary software installs for training purposes.
- 7. Six (6) additional workstation installs

8. Support Services – Implementation Support: Additional support to assist with establishing tiered dispatching for the City
9. Total Response Software
10. Site Licensed Training

**Contractor does not supply hardware, servers or network infrastructure.*

C. Additional Services

1. If the City requests additional licenses, onsite visits, custom reports, customization to protocols outside of the scope of work described herein, additional fees may apply.
2. To the extent that any tasks, deliverables, or services are not expressly listed above, they are included as part of the Contractor’s obligations under this Agreement, provided they are reasonably necessary to make the Total Response System fully operational. Any such tasks or services shall be subject to the terms of this Agreement.

D. Software Error Defined Priority Levels

1. “Priority 1 Response”: Defined as an event or error that causes a complete loss of Software access and/or significant functionality at a majority of workstations, or at a sufficient number of workstations that results in an inability for the City to use the Software such as protocol access not being available. The City is encouraged to err on the side of caution when encountering an issue and notify Contractor immediately.
2. “Priority 2 Response”: Defined as an event or error that results in some unexpected or undesired behavior, but not enough to disrupt system function or negatively impact overall operations.
3. “Priority 3 Response”: Defined as either a non-urgent event or error that does not result in any noticeable breakdown of the Software Product; or a City request for assistance in installing the Software Product on new or replacement machine.
 - a. Priority 1 Response. Contractor shall promptly commence the following procedures:
 - i. assign Contractor engineer(s) to correct an error;
 - ii. provide City with periodic updates on the status of the corrections;
and
 - iii. initiate work to provide City with a workaround or fix.
 - b. Priority 2 Response. Contractor shall exercise commercially reasonable efforts to address the error or request. Contractor will attempt to resolve an identified error in a reasonable amount of time. Resolution may take the form of a future version or database release of the Software.

- c. **Priority 3 Response.** Contractor may include the fix/enhancement for an error in a subsequent major release of the Software. Contractor will work with the City to schedule time to provide resolution to an installation related request.

E. Software Product Updates

Contractor will make available to the City any software patches, corrections, improvements, or updates to the Software for which a Service Plan is active and paid in full by the City.

F. Electronic Access

Contractor shall grant to the City the right to access such electronic distribution services as Contractor deems appropriate. These distribution services may include electronic mail, or access via the Internet to files and documents. It shall be the responsibility of the City to provide any such resources as may be necessary for City's electronic access to the annual maintenance services, including the internet connectivity to facilitate remote access.

G. Software Custom Programming and Consulting Services

If City requires professional services for configuration in connection with the Software after successful completion of project implementation, Contractor's consulting services will be made available to the City for an additional 2 hours of remote assistance at 30-minute increments annually. Beyond the allotted time, the regular hourly rate will be charged for a mutually agreed upon time frame and can include travel and reasonable expenses.

H. Excluded Services

The maintenance service to be provided by Contractor under the Agreements will not include maintenance necessary due to failure or replacement of software and hardware products not supplied by Contractor or not covered under the Agreements. Software, Professional Services, and Educational Services provided by Contractor that are outside the scope of and/or specifically excluded by this Master Agreement or an Implementation & Service Agreement shall be invoiced by Contractor at a rate determined by Contractor based on the nature of the service(s).

I. Delay

Contractor shall not be liable for any delay in the provision of the Software, Professional Services, and Educational Services described herein due to any cause beyond its reasonable control. Such causes include, but are not limited to strike, acts of God, lot failure, or sole acts of the City. In the event Contractor is unable wholly or partially to perform its obligations pursuant to the Agreements because of any cause beyond its reasonable control, Contractor may terminate the Agreements without liability to City, provided it gives the City at least sixty (60) days' notice prior to the termination.

J. Service Plan Term

The Initial Term of the Service Plan begins upon the first to occur of the following: (i) completed installation of the software; or (ii) 30 days after signature of an Implementation & Service Agreement. The Initial Term of the Service Plan remains in effect for 365 days after commencement, unless other Service Plan terms have been agreed to in an Implementation & Service Agreement between Contractor and the City.

K. Late Payments

Notwithstanding any other provision in this Agreement, fees not paid when due will accrue late charges at a rate of 1.5% per month or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date actually paid in full. Contractor reserves the right to suspend or terminate access to the Contractor provided software, professional services, and/or educational services if City fails to make timely payments.

II. CITY'S DUTIES

City will perform the following tasks as part of the Project.

A. Tasks

1. Installation and Configuration

Complete our technical survey to ensure that the City meets the hardware and software requirements described in Attachment "A-1" attached hereto and incorporated by this reference.

2. CAD Integration

Contact your CAD before the project begins to ensure they are ready to interface.

3. End User Training

Provide the IM with the roster of staff who will be taking Total Response training.

4. Post Implementation

a. Use the online self-service located at

<https://totalresponse.com/resources/help-center/>

b. Reach out to our Support and Deployment team directly for technical assistance and troubleshooting via phone and email.

ATTACHMENT “A-1”

HARDWARE AND SOFTWARE REQUIREMENTS

See the attached hardware and software requirements.

General Requirements for Total Response (TR) Software

Last Revised: October 22, 2024

The requirements outlined below are for the full-service version of TR software, which includes all features and modules as well as integration with Computer Aided Dispatch (CAD) systems. If you are looking for requirements for the Total Response Stand Alone (SA) product, you will find them [here](#).

TR software is loaded into the customer's existing environment. Total Response does not provide any hardware, operating systems, systems software, database management systems, or any other infrastructure licensed through third-party providers such as Microsoft.

The customer will provide the resources described below for TR application deployment.

Escorted Remote Access to All Servers and Workstations

Total Response support personnel must be provided with escorted remote access to all servers and workstations at your site used to host TR software components. This includes servers used to host the TR application server and Microsoft SQL Server Database Management System, and all client workstations where TR software components will be installed.

Total Response will provide remote access software delivered via a standard web browser. All support personnel are required to maintain CJIS Security and Privacy Privileged Role certification as a pre-requisite to working on client systems.

Windows Server for Application Server Hosting

TR server components must be hosted on a Windows server maintained by the agency. Requirements for this server are as follows:

- Suggested minimum hardware configuration:
- Processor type/speed: 4 core processor with 8 MB cache, 2.5 GHz or higher
- Total RAM: 16 GB
- Storage: 200 GB SAS hard drive (RAID 1, 5, or 6 recommended)
- Needs to be running a version of Windows Server that is currently supported by Microsoft (<https://docs.microsoft.com/en-us/lifecycle/products/>); **Windows Server 2016 or higher** is recommended
- Needs to be running Microsoft .NET Framework 3.5 SP1 and 4.8; the customer is responsible for ensuring that all necessary updates and patches are applied to the Microsoft .NET framework

The server that hosts the TR server components does **not** need to be a dedicated server; it may also host other services or applications.

The server may be a physical or virtual machine but must have an accessible connection either onsite or remotely and be under control of the customer or a third-party vendor that maintains the server at the customer's direction.

The customer is responsible for maintaining the Windows operating system on this server, including the application of security and maintenance patches recommended by Microsoft.

Total Response recommends that the "No auto-restart" option is enabled for Microsoft Windows updates on the server.

Microsoft SQL Server Database Management System

TR database services must be run on a Microsoft SQL Server instance. Requirements for SQL Server are as follows:

- Suggested minimum hardware configuration:
- Processor type/speed: 4 core processor with 8 MB cache, 2.5 GHz or higher
- Total RAM: 16 GB
- Storage: 200 GB SAS hard drive (RAID 1, 5, or 6 recommended)

The database server must be running a version of Microsoft SQL Server Standard Edition or higher, that is currently supported by Microsoft (<https://docs.microsoft.com/en-us/lifecycle/products/>); **Microsoft SQL Server 2016 Standard or higher** is recommended

Please note: Microsoft SQL Express Edition is **NOT** sufficient to run the primary TR database due to data file size restrictions and absence of necessary data replication components.

The customer is responsible for installing Microsoft Server SQL Management Studio and providing Total Response support personnel access to use this component to set up TR database services.

Total Response requires SQL licensing for each client workstation that will be using TR software; it is the customer's responsibility to provide sufficient Client Access Licenses (CALs) or Core Licenses to comply with Microsoft's licensing requirements.

The TR database may be housed in a shared or dedicated SQL Server instance at the discretion of the customer.

The SQL Server instance used to host the TR database may be hosted on the same server that hosts the TR application server or it may be hosted on a separate server at the customer's discretion.

The customer is responsible for maintaining Microsoft SQL Server, including the application of security and maintenance patches recommended by Microsoft, undergoing necessary upgrades to ensure that the database server version being used is fully supported by Microsoft, and ensuring that regular backups are made of the TR database.

Windows Workstations for Client Access

The customer provides all Windows workstations that will be used to access the TR application. Typically, TR is hosted on Windows workstations that host the customer's CAD application to facilitate connectivity with those systems. Requirements for workstations are as follows:

Suggested minimum hardware configuration:

- Intel i5 or equivalent CPU or higher
- Total RAM: 16 GB
- Storage: 200 GB SAS hard drive

Workstations must run a version of **Windows 10 or Windows 11** that is currently supported by Microsoft (<https://docs.microsoft.com/en-us/lifecycle/products/>).

Workstations must be attached to a network that provides them with access to the TR application server and Microsoft SQL Server that hosts the TR database.

Call Handler workstations will need to be configured with SQL data replication to provide failover capability. This will require Microsoft SQL Express components to be installed on each of these workstations for this purpose. Total Response will provide and install SQL Express as required.

Additional Workstations: For users needing access to other parts of the system (administrators, supervisors, call assessors, etc.), workstations may be deployed as non-replicated TR clients (i.e., no SQL Express components need to be installed and there will be no failover capability on these machines).

Training Workstations: To conduct hands-on training for your personnel, non-replicated workstations can be set up for training purposes; ideally, these workstations will connect to the production environment, but can be set up "stand alone" if necessitated by local networking limitations.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM: This Agreement shall commence on May 20, 2025, and continue through June 30, 2027, unless earlier terminated as provided herein.

The schedule for completing all tasks shall be initially determined by mutual agreement between the parties based on the City's availability and Project requirements. However, the City, at its sole discretion, may modify the schedule as needed to address unforeseen circumstances. Any such modifications shall be communicated in writing to the Contractor. No formal amendment to this Agreement shall be required for schedule adjustments made under this provision.

Notwithstanding the foregoing, Contractor shall not perform any work described in Exhibit "A" until payment for the corresponding services has been received.

EXHIBIT "C"

COMPENSATION

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

I. AMOUNT

Contractor shall be compensated for the services described in Exhibit "A" as follows.

Products & Services	SKU	Quantity	Unit Price	Subtotal
Total Response Base Package <ul style="list-style-type: none"> • 3 Total Response workstation Licenses • 1 API License (3rd party fees not included) • 1 on-site visit for software training (up to three 8-hour days) • 1 Total Response Server License • Up to 8 hours of database customization • Up to 5 temporary software installs for training purposes 	TR2WSIS	1	\$44,599.00	\$44,599.00
Total Response:				
Additional Workstations				
Total of (6) workstation installs	TRADCHWS	3	\$6,000.00	\$18,000.00
Support Services - Implementation Support Additional support to assist with establishing tiered dispatching for agency	TRIMPSUP	4	\$1,600.00	\$6,400.00
First Year Subtotal				\$68,999.00
Annual Plan: Total Response Software	TRASWP	1	\$9,389.85	\$9,389.85
Annual Plan: Site Licensed Training	TRATL	1	\$5,572.00	\$5,572.00
Second Year Subtotal				\$14,961.85
Annual Plan: Total Response Software	TRASWP	1	\$9,389.85	\$9,389.85
Annual Plan: Site Licensed Training	TRATL	1	\$5,572.00	\$5,572.00
Third Year Plan Subtotal				\$14,961.85
Total Three Year Total				\$98,922.70

Notwithstanding anything to the contrary in this Agreement, the Project Kickoff and Management tasks outlined in Section I.A.1 of Exhibit "A" shall be provided at no additional cost to the City.

II. NOT TO EXCEED AMOUNT

In no event shall Contractor's total compensation, exceed \$98,922.70 without the prior execution of a written amendment to this Agreement approved by the City. Additional services described in Section I.C.1 of Exhibit A shall only be provided upon the City's prior written request and the execution of such amendment.

III. METHOD OF PAYMENT

Contractor shall provide an initial annual invoice to the City for approval and payment for the first year of service. Thereafter, invoices shall be submitted annually at least thirty (30) days prior to each anniversary date for approval and payment.

Invoices must include the following information:

- A. Description of product and/or service
- B. SKU
- C. Quantity
- D. Unit Price
- E. Subtotal
- F. Total Amount
- G. All City approved and documented subcontractor invoices.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests (if applicable). Contractor may be required to provide back-up material upon request.

IV. SCHEDULE FOR PAYMENT. City agrees to pay Contractor within thirty (30) days following the City's receipt of the invoice, provided such receipt occurs after the full execution of this Agreement and there is no dispute over the invoice.

For each subsequent anniversary, the City will pay the Contractor within thirty (30) days of its receipt of the invoice, provided there is no dispute over the invoice.

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

Contractor: PowerPhone, Inc. dba Total Response
 5342 Clark Road, #3113
 Sarasota, FL 34233

Attention: Joe Dunn
Email: jdunn@totalresponse.com

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

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability and automobile liability policies 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 in this Exhibit "E" 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, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2023

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

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

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 E-MAIL ADDRESS: certs@apintego.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PowerPhone Inc 1321 Boston Post Rd Madison CT 06443	INSURER A : The Standard Fire Insurance Company		19070
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/>	<input type="checkbox"/>					\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>	UB4T694440	05/19/2023	05/19/2024	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Redondo Beach Police Department 401 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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Clear All



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2025

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

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

PRODUCER Byrnes Agency, Inc. - Norwich 6 Consumers Avenue Norwich CT 06360-7521	CONTACT NAME: Sheri King, CIC PHONE (A/C. No. Ext): (860) 886-5498 E-MAIL ADDRESS: sking@byrnesagency.com	FAX (A/C. No.): (860) 859-5075
	INSURER(S) AFFORDING COVERAGE	
INSURED PowerPhone, Inc. 6547 Midnight Pass Rd, 1029 Sarasota FL 34242 (860) 917-7629	INSURER A: Lloyds of London	32727
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

SK

CERTIFICATE NUMBER: Cert ID 30802 (7)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ESM0139931892	04/17/2024	04/17/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ESM0139931892	04/17/2024	04/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			ESM0139931892	04/17/2024	04/17/2025	Per Claim/Aggregate \$ 5,000,000 \$

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

CERTIFICATE HOLDER**CANCELLATION**

Redondo Beach Police Department 401 Diamond Street Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sheri King</i>
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ACORD 25 (2016/03)

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