

**SECOND AMENDMENT TO THE HITECH SYSTEMS, INC. NON-EXCLUSIVE
SOFTWARE LICENSE AGREEMENT
MASTER LICENSE AGREEMENT NUMBER SN93110111-0**

THIS SECOND AMENDMENT TO HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER SN93110111-0 (this "Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City"), and Hitech Systems, Inc. (dba Pulsiam), a California Corporation ("Consultant")

RECITALS

- A. City and Consultant (hereinafter, the "Parties") originally entered into Agreement Number SN93110111-0, a Non-Exclusive Software License Agreement Master License Agreement on November 9, 1993 (the "License Agreement").
- B. The Parties then entered into a Software Maintenance and Support Services Agreement on April 1, 2014 ("Support Services Agreement")
- C. The Parties further entered into a First Amendment on June 16, 2015, expanding the scope of services and compensation commensurate to such expansion. The First Amendment left unchanged all other terms in the Agreement
- D. The Parties desire to further amend the License Agreement by enacting this Second Amendment in order to clarify the term of the License Agreement, allow for quarterly billing or the provision of quarterly invoices by Consultant to City, and adding appropriate notice terms. The enactment of this Second Amendment will also allow City to remit to Consultant, the remainder of the amount due under Invoice No. 7355.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Section 2.2 "Payment Terms" shall be amended to add the following sentence to the end of the section which shall read as follows:

"Invoices shall be provided to Customer on a quarterly basis. Such quarterly invoices shall constitute the Term of the Agreement between Customer and Hitech."

- 2. Section 7.1 "Term" is deleted in its entirety and shall read as follows:

"This Agreement shall become effective upon the execution hereof by Customer and Hitech and shall remain in full force and effect until terminated pursuant to (1) the applicable paragraph(s) of this Agreement, (2) at the expiration of the current quarterly period plus written notice that the City will not extend the Agreement for an additional quarter.

City shall provide Hitech with such notice in writing consistent with the provisions set forth in Section 10.1, thirty (30) days' notice prior to the following quarter regarding its intent to (1) continue utilizing the services for the following quarter; or (2) terminating their agreement at the expiration of the current quarter.

The City may rescind its notice of termination made to Hitech subsequent to the 30-day notice period by providing Hitech a request to reinstate the agreement after which Hitech will provide a quote for the next quarterly period plus a ten percent (10%) reinstatement fee."

3. Section 10.1 "Notices" is deleted in its entirety and shall read as follows:

All correspondence pertaining to the content of this Agreement will be made via certified mail to the person(s) and address(es) below:

To Customer:
Captain Joe Hoffman
401 Diamond Street
Redondo Beach, CA 90278
(310) 379-2477 Ext. 2665

To Hitech Systems (dba Pulsiam):
Henry P. Unger
16030 Ventura Blvd Ste 250
Encino, CA 9146
(310) 691-8107

4. Except as modified herein, all other terms and conditions of the License Agreement, Support Services Agreement and First Amendment shall remain in full force and effect. The License Agreement, Support Services Agreement, First Amendment, and this Second Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this Second Amendment and the terms of the License Agreement, Support Services Agreement or the First Amendment, the terms of this Second Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 8th day of December, 2020.

CITY OF REDONDO BEACH

DocuSigned by:

William C. Brand

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William C. Brand, Mayor

HITECH SYSTEMS, INC.

DocuSigned by:

Henry P. Unger

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By:

Name: Henry P. Unger

Title: President

ATTEST:

DocuSigned by:

Eleanor Manzano

72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

Diane Strickfaden

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Risk Manager, Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb

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Michael W. Webb, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2020

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 SullivanCurtisMonroe Insurance Services (IRV) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670	CONTACT NAME: RSPEXpress PHONE (A/C, No, Ext): E-MAIL ADDRESS: ExpressIX@sullicurt.com INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 20281 29424
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COVERAGES**CERTIFICATE NUMBER:** 57033981**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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	35796052WCE	8/27/2020	8/27/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Excluded \$
A	<input type="checkbox"/> 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 <input checked="" type="checkbox"/> Phys Damage		74970373	8/27/2020	8/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		79806822 Prods/Compl Ops excluded	8/27/2020	8/27/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Pers/Adv Injury \$Excluded
B	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> A	72WBCRT9614	8/27/2020	8/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Redondo Beach P.D. is named as Additional Insured with respect to General Liability as per the attached endorsement.

CERTIFICATE HOLDERRedondo Beach Police Department
401 Diamond St.
Redondo Beach, CA 90277**CANCELLATION**

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

Maja Peci

Maja Peci

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ACORD 25 (2016/03)

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Endorsement

Policy Period 8/27/2020 8/27/2021

Effective Date 8/27/2020

Policy Number 35796052WCE

Insured Hitech Systems, Inc.

Name of Company Federal Insurance Company

Date Issued 8/17/2020

This Endorsement applies to the following forms:

PREMISES/OPERATIONS

Under Who Is An Insured, the following provision is added.

Who Is An Insured

*Owners, Lessees Or
Contractors - Ongoing
Operations*

A. Persons or organizations shown in the Schedule below are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury, property damage, adverting injury or personal injury** caused, in whole or in part, by:

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

in the performance of your ongoing operations for the person or organization shown in the Schedule at the applicable location described in the Schedule.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Liability Endorsement

(continued)

- B. However, no person or organization is an **insured** for **bodily injury or property damage** occurring after:
1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the person or organization shown in the Schedule at the applicable location described in the Schedule has been completed; or
 2. that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Schedule

Designated Owner, Lessee Or Contractor

Redondo Beach Police Department
401 Diamond St.
Redondo Beach, CA 90277

All other terms and conditions remain unchanged.

Authorized Representative

