

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this 1st day of July, 2014, by and between the City of Manhattan Beach, a municipal corporation ("City") and Fire Information Support Services, Inc., a California corporation ("Contractor") (collectively, the "Parties").

### RECITALS

A. City desires to obtain services of Contractor for support of fire records management software applications used by the Manhattan Beach Fire Department.

B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after July 1, 2014, and shall terminate on June 30, 2015, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule attached hereto as Exhibit B. In no event shall the Contractor be paid more than \$26,350.00 during the term of this Agreement. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void.

(b) Unless expressly provided for in Exhibit B, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. City shall pay Contractor said consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. Unless otherwise specified in Exhibit B, Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principals.

(a) Contractor's responsible principal, Carol L. Breshears, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. Insurance. [Check if Applicable]

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 for each occurrence, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. Workers' compensation insurance as required by the State of California.

4. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing insurer shall mail 30 days' prior written notice to the City.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waived in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification. Contractor shall defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by

Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any

project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

#### Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of

this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: Manhattan Beach Fire Department  
400 15<sup>th</sup> Street  
Manhattan Beach, California 90266  
Attn: Ken Shuck, Battalion Chief

If to Contractor: Fire Information Support Services, Inc.  
42485 Buck Road  
Hemet, California 92544  
Attn: Carol L. Breshears, President

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.



Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

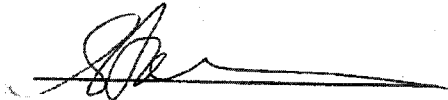
Section 27. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTRACTOR:

\_\_\_\_\_  
MARK DANAJ  
City Manager


  
\_\_\_\_\_

ATTEST:

Carol Breshears, President

\_\_\_\_\_  
LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
QUINN M. BARROW  
City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall install and setup FireRMS5 Enterprise Edition, CSFM Reporting, CADLink and JAC reporting, as well as provide miscellaneous support and updates in accordance with the attached fee schedule.

Pursuant to a written request from the City's representative, Contractor also shall provide training in accordance with the attached fee schedule.



42485 Buck Road  
Hemet, CA 92544  
(949) 632-0034

## **STATEMENT OF WORK (Exhibit A)**

**PROJECT: FireRMS, CADLink Support and Training, MFR and Target Solutions**

### **Introduction**

This Statement of Work (SOW) is for use between Fire Information Support Services, Inc. and the Manhattan Beach FD. Fire Information Support Services, Inc. is providing professional services for the above named project.

This SOW is intended for all projects encompassing standard products. This document is executed between Fire Information Support Services, Inc. and the Manhattan Beach FD and includes only those products and services to be provided by Fire Information Support Services, Inc.

### **Products and Services to be Provided**

Under the agreement between by Fire Information Support Services, Inc. and Zoll, only standard products are provided. Any non-standard products or professional services, including but not limited to systems integration, project or program management, systems engineering or custom application support are considered additional items for which the appropriate charge shall apply. These additional services or products shall be documented in detail on the appropriate purchase order and Change Order form and will be the sole responsibility of the Manhattan Beach FD. Any costs incurred for phone support from Zoll or on-site professional services will be the sole responsibility of the Manhattan Beach FD. The term of this project is annual and renewable. The normal work provided but not limited to software installations and upgrades, JAC Training Reporting and Training Records Management, CSFM Incident Reporting and Incident Records and CADLink Management, Fire Prevention Records Management and other duties as deemed necessary by the department.

Signatures of Manhattan Beach FD and Fire Information Support Services, Inc. are required and executed copies of the SOW are to be sent to all signing parties.

This Statement of Work shall be used only in conjunction with the sale and ongoing use of the following fire products: Zoll's Rescuenet (FireRMS) Enterprise and Zoll's Message Server (ZMS CADLink Interface).

## **Responsibilities of the Manhattan Beach FD**

A. The Manhattan Beach FD is responsible for all aspects of the project including, but not limited to, installation and configuration of the desktop and server software, provision of all hardware including operating systems and dependant software applications, connections from the server to the state NCIC database, local networks and/or databases, and wireless infrastructures. User and administrative training, system testing and acceptance, and system testing and acceptance are also the responsibility of the Manhattan Beach FD and Fire Information Support Services, Inc. Any changes to these requirements must be detailed in this Statement of Work or a resulting change order.

B. The Manhattan Beach FD shall provide Fire Information Support Services Inc. personnel the necessary IP addresses and connection information to provide for remote VPN and VNC support.

C. The Manhattan Beach FD shall ensure that all hardware meets or exceeds Zoll, Inc. currently published system requirements and specifications.

D. Fire Information Support Services, Inc. personnel will not provide any on-site visits, project or program management, systems engineering or custom applications Support for this project unless it is specified in the applicable contract or unless those services are included in a separate PO and in accordance with the pricing guidelines provided by Fire Information Support Services, Inc.

F.. The Manhattan Beach FD is solely responsible for the configuration and maintenance of the communications infrastructure and local or wide area networks. Additional server seats, applications, or functionality may affect the throughput and/or efficiency of the data communications system. Communications coverage, as well as network or communications infrastructure loading or reliability, are the sole responsibility of the Manhattan Beach FD or agency.

F. The Manhattan Beach FD is responsible for providing end-user contact information, communications infrastructure provider, and the name of the CAD/RMS software in use at the agency, as appropriate.

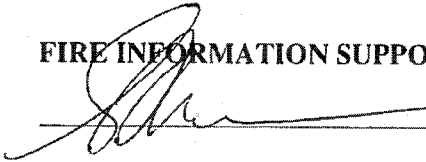
G. Zoll may consider the ship date of the software as the official date of system acceptance and bill accordingly for Annual Maintenance.

II. Changes may be made to the order referenced above. All changes that will affect deliverables, established timelines, or services must be documented in a Change Order Form and executed by the Manhattan Beach FD and Fire Information Support Services, Inc. Any such changes may result in additional costs and project delays as appropriate.

This Statement of Work document is valid only with all applicable signatures below

**Signatures**

**FIRE INFORMATION SUPPORT SERVICES, INC.**

 \_\_\_\_\_ Date 07/01/14

Carol Breshears, President

Manhattan Beach FD

\_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT B**  
**CONSIDERATION AND METHOD OF PAYMENT**



42485 Buck Road  
Hemet, CA 92544  
(949) 632-0034

## Manhattan Beach Fire Department - Schedule for 2014-2015

### Additional Ongoing Services Schedule of Support/Training Costs

On Site Support (General and System Administration)	\$800.00 per day
Off Site (VPN connection, Includes Systems Administration) NOTE: Purchased in blocks of 10 hour segments	\$80.00 per hour
Training (Additional Modules) Average Training Per Module = 8 Hours Average Shift Training Per Module = 8 Hours Per Shift (Split 4 hrs ½ Shift) Minimum of 4 hours required	\$100.00 per hour
24 by 7 support by Fire Information Support Services (Immediate) NOTE: Supplements Zoll's standard support and maintenance.	\$150.00 per hour
24 by 7 support by Fire Information Support Services (4 hour delay) NOTE: Supplements Zoll's standard support and maintenance.	\$125.00 per hour
Standard Service Hourly Rate (Installs, Upgrades, Backup, Quarterly Reports, JAC) NOTE: Materials are included with Zoll's standard support and maintenance	\$100.00 per hour
Upgrade Software as released by Zoll post testing (each upgrade) Two upgrades per year are standard (January and June/July)	\$3,750.00
Travel Lodging and meals if required for upgrade projects	no charge \$250.00 per day

Carol L. Breshears  
President

# DECLARATION OF EXEMPTION FROM WORKER'S COMPENSATION

I certify that in the performance of the work under this agreement/for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should be come subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date:

June 20, 2014

Signature:



Carol L. Breshears

\_\_\_\_\_  
(Print Name)

President

\_\_\_\_\_  
Title

Fire Information Support Services, Inc.

\_\_\_\_\_  
Name of Business or Company

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**





# CERTIFICATE OF LIABILITY INSURANCE

EDM  
R054DATE (MM-DD-YYYY)  
10-02-2013

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).

<b>PRODUCER</b> PROFESSIONAL INS ASSOC INC/PHS 141078 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> FIRE INFORMATION SUPPORT SERVICES, INC. 5959 GRIMES CANYON RD MOORPARK CA 93021	INSURER A: Hartford Casualty Ins Co	
	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
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	57 SBA AW7793	09/08/2013	09/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DED \$ RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				WC STATU-TORY LIMITS \$ OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's Operations. City of Manhattan Beach is listed as additional insured per the Business Liability form SS0008 attached to the policy.

**CERTIFICATE HOLDER**

City of Manhattan Beach  
 ATTN: General Services  
 1400 HIGHLAND AVE  
 MANHATTAN BEACH, CA 90266

**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



Tel: 1-800-841-3000

# Declarations Page

This is a description of your coverage.  
Please retain for your records

**GOVERNMENT EMPLOYEES INSURANCE COMPANY**  
P.O. Box 509090  
San Diego, CA 92150-9090

**Policy Number: 4351-09-57-26**

**Coverage Period:**

05-17-14 through 11-17-14

12:01 a.m. standard time at the address of the named insured.

Date Issued: June 6, 2014

CAROL LYNN BRESHEARS  
42485 BUCK RD  
HEMET CA 92544-9455

Endorsement Effective: 06-06-14

Email Address: cbreshea@att.net

<b><u>Named Insured</u></b>	<b><u>Additional Driver</u></b>
Carol L Breshears	Dennis B Breshears

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2013 Toyota Prius	JTDKN3DUXD0354753	Hemet CA 92544	Toyota Financial Services
2 2003 Ford Excursion LTD	1FMSU43PX3EC47932	Hemet CA 92544	
3 1998 Fourstar 2 Hr	4FKWB1324X0014419	Hemet CA 92544	

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>
Bodily Injury Liability				
Each Person/Each Occurrence	\$100,000/\$300,000	\$144.90	\$62.70	-
Property Damage Liability	\$50,000	\$124.10	\$50.80	-
Uninsured & Underinsured Motorists				
Each Person/Each Occurrence	\$100,000/\$300,000	\$44.30	\$16.80	-
Comprehensive	\$500 Ded	\$47.80	\$18.30	\$5.50
Collision	\$500 Ded	-	\$71.70	-
	\$500 Ded/Waiver	\$266.10	-	\$21.10
Emergency Road Service	Full	\$4.30	\$8.80	-
Rental Reimbursement	\$30 Per Day	-	\$12.60	-
	\$900 Max	-	-	-
	\$50 Per Day	\$21.00	-	-
	\$1500 Max	-	-	-
<b>Six Month Premium Per Vehicle</b>		<b>\$652.50</b>	<b>\$241.70</b>	<b>\$26.60</b>
<b>Total Six Month Premium</b>				<b>\$920.80</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

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1947611487 000417 000002/000004 001597/001709

**Discounts and Surcharges**

**Discounts**

- New Car (Veh 1)
- Multi-Car (Veh 1, 2)
- Anti-Theft Device (Veh 1, 2)
- California Good Driver (Veh 1, 2)
- Geico Safe Driver (Veh 2)
- Designated Professional Group (All Vehicles)

**Surcharges**

- Accident And/Or Conviction (Veh 1)

**Contract Type:** A30CA

**Contract Amendments:** ALL VEHICLES - A30CA A54CA

**Unit Endorsements:** A115 (VEH 1,2); A428 (VEH 1,3); A431 (VEH 1,2); UE316C (VEH 1);  
UE207 (VEH 3); U99 (VEH 1)

**Class:** C - 54SFP 2 (VEH 1); A - 29MM A (VEH 2); 0 - N/APP (VEH 3)

**Important Policy Information**

- Congratulations! You are receiving a \$226.90 discount based on your professional or group affiliation.
- No coverage is provided in Mexico.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA and NORTH CAROLINA. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- THE CITY OF MANHATTAN BEACH has been added as an additional insured to the 2013 TOYOTA PRIUS. THE CITY OF HERMOSA BEACH has been added as an additional insured to the 2013 TOYOTA PRIUS. THE CITY OF COSTA MESA has been added as an additional insured to the 2013 TOYOTA PRIUS.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.

**GOVERNMENT EMPLOYEES INSURANCE COMPANY**  
**Certificate of Insurance**

P.O. Box 509090  
 San Diego, CA 92150-9090

Named Insured and Address:  
 CAROL LYNN BRESHEARS  
 42485 BUCK RD  
 HEMET CA 92544-9455

Date of Certificate: 06-06-14  
 Policy Number: 4351-09-57-26  
 Policy Period: 05-17-14 to 11-17-14  
 (12:01 A.M. Local Time) (12:01 A.M. Local Time)

Name and Address:

THE CITY OF MANHATTAN BEACH  
 415TH ST  
 MANHATTAN BEACH CA 90266

**(This Certificate of Insurance does not amend, extend, or alter the coverage afforded by this policy.)**

During the term of coverages provided, the Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

*This is to certify that the captioned policy includes the limits specified herein for each person and for each occurrence under the Bodily Injury Liability Coverage; the limits specified herein for each occurrence under the Property Damage Liability Coverage; and limits specified herein for each person and for each occurrence for Bodily Injury under the Uninsured Motorists Coverage.*

Description of Vehicle: 13 TOYOTA JTDKN3DUXD0354753

Description of Vehicle:

COVERAGE	LIMITS OF COVERAGE	LIMITS OF COVERAGE
<b>Bodily Injury Liability</b>	<b>\$ 100 M and \$ 300 M</b> (Each Person) (Each Occurrence)	<b>\$ M and \$ M</b> (Each Person) (Each Occurrence)
<b>Property Damage Liability</b>	<b>\$ 50M</b> (Each Occurrence)	<b>\$</b> (Each Occurrence)
<b>Uninsured Motorists (Bodily Injury)</b>	<b>\$ M and \$ M</b> (Each Person) (Each Occurrence)	<b>\$ M and \$ M</b> (Each Person) (Each Occurrence)

**INTERESTED PARTY**

We agree to provide you with written notice of termination in the event this policy becomes cancelled. Notice provided may be more than ten (10) days, but not less than ten (10) days.