
**AGREEMENT TO PURCHASE PARKING TECHNOLOGY
AND RELATED SERVICES**

This Agreement To Purchase Parking Technology And Related Services ("Agreement") is made effective November 6, 2019 (the "Effective Date"), by and between the City of Manhattan Beach, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. City is a duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business in the State of California. IPS markets and supports a variety of parking technologies, hardware, software and related services.
- C. City and IPS desire to enter into this Agreement for IPS to deliver its parking technology hardware and License Plate Recognition (LPR) hardware (the "Equipment") and related software services (the "Services", and collectively "Equipment and Services") to the City upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 5 additional one (1) year increments, for a total period not to exceed ten (10) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachments A, B and C as directed by the City, including delivery of all Equipment purchased by City. In the case of any conflict, the Terms and Conditions section of this agreement shall supersede information contained in the Attachments or Exhibits contained herein.

3. City Services & Responsibilities. The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.

- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order, adhering to any requirements for preventative maintenance.
- 3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
- 3.5. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws.
- 3.6. Comply with all national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.

4. Equipment Delivery and Acceptance.

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.
- 4.2. Delivery of all Equipment will take place during standard business hours no later than 60 days after receipt of City's written order for the Equipment.
- 4.3. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the City and to its satisfaction no later than thirty (30) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The City will compensate IPS for the IPS Equipment and Services, as set forth in Attachments B, and C.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachments B and C on a Net 30 basis from the date of invoice. Total compensation under this agreement shall not to exceed \$3.47 Million for the five year term.
- 5.3. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the City.
- 5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice within 30 business days after receipt of the respective invoice shall be deemed accepted by the City.
- 5.5. For amounts that are in excess of 90 days past due, City agrees to pay all costs incurred by IPS to collect any overdue amounts, unless the invoice is under dispute and or if IPS did not submit invoice in a timely manner.
- 5.6. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing. The City indemnifies IPS against any claim for payment of any such taxes.
- 5.7. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After the Initial Term, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded

annually.

- 5.8. IPS agrees to provide merchant payment processing for parking meters and pay stations using the IPS preferred payment provider, at the prices set forth in Attachment B-1. The prices set forth in Attachment B-1 shall remain fixed during the Initial Term and may be adjusted thereafter in accordance with subsection 5.7. City reserves the right to change payment providers at any time, upon 60 days' notice to IPS. Payments to IPS for merchant processing pursuant to this subsection 5.8 do not count against the \$3.47 Million cap stated in subsection 5.2.

6. Risk and Title.

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall only pass to City upon full payment for the Equipment.

7. Warranties.

- 7.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment A, IPS Limited Warranty. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. City agrees that it is not a 3rd party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the City and the carrier for this agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. IPS warrants that the software services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the City software services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software services or City data.
- 7.5. City warrants that it shall not share usernames or passwords to allow any 3rd party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. City further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal

law.

- 7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3RD PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3RD PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3RD PARTY SUPPLIERS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.
- 7.7. The provisions of this Section will survive expiration or termination of this Agreement.

8. Intellectual Property and Ownership.

- 8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Services being used by the City.
- 8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the City's internal use for the specific purposes of this Agreement.
- 8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.
- 8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act(s), and the like. The City agrees that it shall not knowingly agree, whether directly or indirectly, sell, loan or rent any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any

purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.

8.5. The provisions of this Section will survive expiration or termination of this Agreement.

9. Confidential Information.

- 9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as "confidential".
- 9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential Information and the damages that would result to the disclosing party if any such information were disclosed or misused, therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.
- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced by applicable law or where required by a court order.
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

10. Dispute Resolution.

- 10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution

of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

11. Termination of Agreement.

- 11.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

12. Insurance.

- 12.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance and applicable endorsements evidencing and effecting coverage as set forth below. The premiums for such insurance shall be paid by IPS.
- 12.2. Commercial General Liability.
 - i. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence and \$2,000,000 aggregate for bodily injury and property damage, products/completed operations, and personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
 - ii. Additional Insured: IPS shall include the City and its elected and appointed officials, officers, employees, agents, and volunteers as additional insureds under its Commercial General Liability Policy.. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.
 - iii. Primary and Non-Contributing: The insurance policy shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.3. Automobile Liability, including bodily injury and property damage coverage.
 - i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

- 12.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.
 - i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.
- 12.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.
- 12.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 12.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 12.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.
- 12.9. If IPS maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by IPS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

13. Indemnification and Limits of Liability

- 13.1. IPS agrees to defend with counsel acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.
- 13.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have

independently been brought by or against IPS.

- 13.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) cooperate with IPS in the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 13.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 13.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 6 MONTHS TOTAL FEES PRIOR TO THE CLAIM.
- 13.6. DUE TO THE NATURE OF INTERNET AND WIRELESS SERVICES AS PUBLIC UTILITIES FOR THE PURPOSES OF THIS AGREEMENT, CUSTOMER AGREES THAT NEITHER IPS, THE WIRELESS CARRIERS NOR INTERNET SERVICE PROVIDERS SHALL BE LIABLE FOR ANY LOSS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.
- 13.7. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which IPS would not have entered into this Agreement.

14. Liens and Taxes.

- 14.1. City shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and

federal), which may now or hereafter be imposed in conjunction with this Agreement.

15. Notices.

15.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during IPS' and City's regular business hours, (c) on confirmed electronic delivery, or (d) three (3) business days after deposit in the United States mail, by first class mail, postage prepaid, at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City:
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attn: Shawn Igoe
Email: sigoe@cityymb.info
Tel: 310-802-5315

16. Relationship of the Parties.

16.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

17. Assignment.

17.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

17.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

18. General Provisions.

18.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

18.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be

deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

- 18.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 18.4. Injunctive Relief. The parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.
- 18.5. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 18.6. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 18.7. Venue and Jurisdiction. The City and IPS agree that the venue shall be in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 18.8. Attorney's Fees. If any suit or action is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court may adjudge reasonable as an attorney's fee in such suit or action, and in any appeal. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other

proceeding.

- 18.9. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.
- 18.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 18.11. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 18.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 18.13. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 18.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 18.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.


SIGNATURE PAGES WILL FOLLOW

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

City:
City of Manhattan Beach
a municipal corporation

IPS GROUP, INC.
a Pennsylvania corporation

By: 
Bruce Moe, City Manager

By: 
~~CHAD P. RANDALL~~ ~~Chief Operating Officer~~
BRIAN W. WEBBER
GENERAL COUNSEL

ATTEST:

By:  11-14-19
Liza Tamura, City Clerk

APPROVED AS TO FORM:

 By: 
Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL CONTENT:

By: 
Steve S. Charelian, Finance Director

ATTACHMENT A

SCOPE OF SERVICES

M5™ SINGLE SPACE METER

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost-effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, optional contactless payment on M5™, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

Primary Features/Benefits:

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read buttons for intuitive payment navigation—rated at more than 250,000 cycles
- LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations

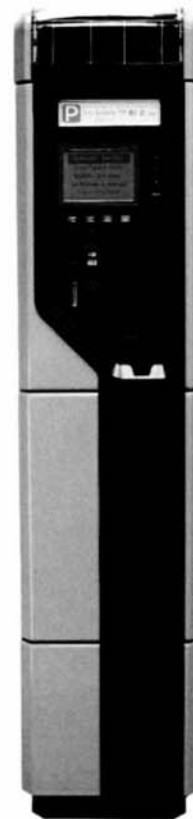


MS1™ PAY STATION

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform, while offering customer focused features such as IntelliTouch™ transaction processing. The MS1™ features robust hardware design, which includes a stainless steel cabinet and scratch-resistant armored glass.

Primary Features/Benefits:

- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.



VEHICLE DETECTION SENSORS

IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing. NOTE: While the Sensors provide accurate data no sensor system can be 100% accurate because of many variable conditions such as inaccurate parking, line of sight interference, weather conditions, human intervention and many other factors not associated with the Sensor operation.

Benefits of IPS Sensors

- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

Dome Mount (M5 only)

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

In Ground (M3 or M5)

- Underground sensor contains both power source and antenna for a completely wireless solution
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required



DATA MANAGEMENT SYSTEM

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

Reporting & Analytics

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal “what-if” scenarios. With these fully integrated tools, customers can better manage the financial aspects of the Park’s parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

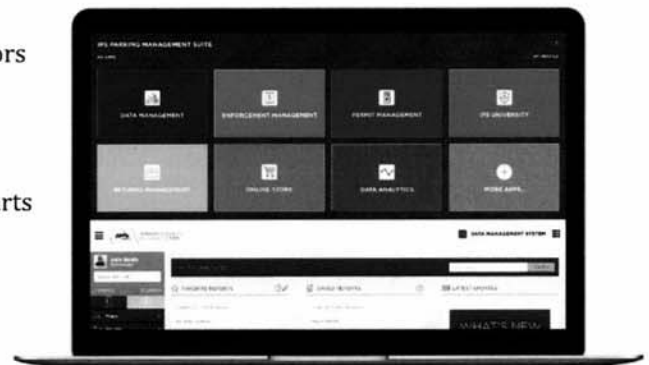
Seamless Integration

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/ configurations to the Park’s meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

Primary Features

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS



MOBILE APP PAYMENTS

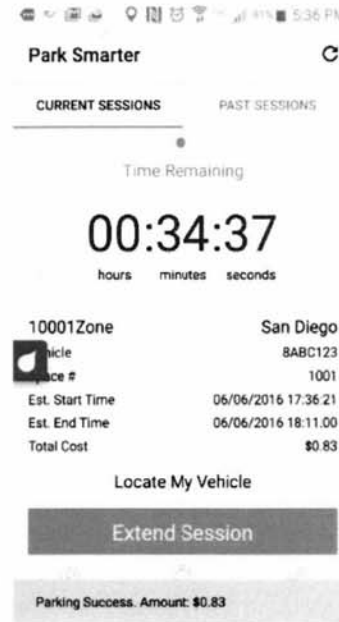
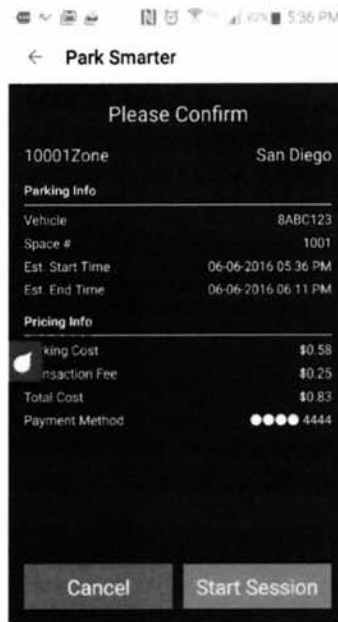
IPS offers its own integrated mobile app called PARK SMARTER™, which works with IPS Smart Meters to bring greater efficiency and choices to the on-street parking customer experience and parking operations.



PARK SMARTER™ integrates with the DMS so that cities can manage parking policy with live alerts, reporting and data analytics across both meters and the mobile app. The app sends expiration notifications and allows the ability to add time to prevent parking ticket fines. Users can add multiple vehicles and credit cards under one account so business and personal parking is conveniently managed in one place.

Key Features

- Real-time notifications alert users in advance of parking expiration
- Optimized with optional BLE connectivity to put time directly on the meter
- Parking Finder provides direction to open parking spaces
- Ability to pay and extend parking session remotely (if allowed by parking policy)
- Integrates with Visa Checkout and Masterpass, as well as Visa Commerce Network (coming soon)
- No convenience fees



CUSTOMER SUPPORT PROGRAM

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City.

Help Desk & Ongoing Support: IPS will be providing telephone-based help desk services during standard business hours from 8 a.m. to 5 p.m. CST. IPS offers a toll-free telephone option (877.630.6638). Additionally, IPS provides after-hours service in case of emergency 24/7/365. Additionally, IPS will provide contact information for all IPS senior staff.

Online Help & Manuals: IPS provides online help tools, such as product manuals, frequently asked questions, and a portal to submit and track help tickets. IPS offers the online ability to monitor and track RMA status and view help and training videos. These tools can be accessed 24/7.



Onsite Support: IPS will support the City with onsite project management and technical support during the implementation phase of the contract. Onsite support can be extended at the request of the City. Additional onsite support services can be quoted upon request.

Spare Parts and Warranty Repair Services: Our US-based facility ensures that spare parts are immediately available to the City at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues over the phone or will provide some additional training of City staff. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

Capital and Ongoing Costs

Product/Service	Price per unit
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag)	\$495.00
Add BLE capability	\$40.00
Add NFC contactless payment capability	\$40.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ
Optional: Extended Warranty (per 12 month period)	\$50.00
Optional: Extended Warranty (48 month period)	\$170.00

M5™ Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$5.75	\$8.00
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.06

Vehicle Detection Sensors Capital and Ongoing Costs

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$2.75

NOTE: Housing, collection equipment, and poles sold separately. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

Spare Parts

M5™ parking meter Spare Part Pricing	M5™
Single Space Electronic Meter Mechanism	\$495.00
Card Entry Keypad Assy	\$55.00
Hybrid Card Reader	\$49.00
Coin Validator	\$69.00
Complete Top Cover (with Lexan insert)	\$75.00
Lexan for Top Cover	\$19.00
Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$35.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$45.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$95.00
Display Board with NFC	\$140.00
BLE Beacon Upgrade	\$45.00
RFID Tag	\$10.00
MK5 Batter Charger (daisy chain charging unit)	\$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$25.00

Sensor Spare Part Pricing	In-Ground	In-Dome
IPS vehicle detection sensor	\$295.00	\$295.00
Battery Replacement (per D-cell)	NA	\$20.00

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

MS1™ Multi-Space	Price Per Unit
IPS MS1™ Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	\$5,450.00
Pay by Space Key Pad	\$75.00
Shipping and Installation (per unit) – During normal business hours. (FedEx Works –to be quoted based on ship to zip code and final scope of work. Concrete work is not included)	TBQ
Optional: Contactless Card Reader (NFC)	\$499.00
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,250.00
Optional: Additional Coin Box	\$195.00
Optional: Extended Warranty (per 12 month period)	\$295.00

MS1™ Ongoing Costs	On-Street	Off-Street Option 1	Off-Street Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$55.00	\$25.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$.06	\$0.13

NOTE: Housing, collection equipment, and poles sold separately. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

Spare Parts

MS1™ & Upgrade Kit Spare Parts List	Price per unit
Standard Card Reader Assembly	\$199.00
AC power upgrade kit	\$150.00
Coin Validator Assembly	\$69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00
Additional 600 note stacker cartridge*	\$230.00
Solar Panel Replacement Kit	\$795.00
Main Operating Board (with LCD and modem)	\$995.00
LCD Display (with armored glass) Assy	\$295.00
Thermal Printer	\$795.00
4-key Horizontal Keypad	\$69.00
4-key Vertical Keypad	\$69.00
6-key Horizontal Keypad	\$75.00
Pay-by-Space Keypad Assembly	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$225.00
Coin Escrow	\$195.00
EMV chip card reader (no PIN)	\$399.00
E-lock	\$185.00
Contactless Payment Reader (NFC)	\$659.00
Battery 32Ah (rechargeable)	\$300.00
Additional Large Coin Canister	\$195.00
Additional Small Coin Canister	\$95.00
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$24.50

** only available on an upgrade kit if the original pay-station has the note acceptor option.*

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

Meter Housings and Accessories

Product/Service	Price per unit
IPS Zinc top over Iron Vault-M90 style (large vault, std. locks, std. black color)	\$205.00
IPS All Iron -M95 style (large vault, std. locks, std. black color)	\$225.00
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$45.00
Standard Capacity Coin Can with IPS locks (holds approx. \$45)	\$75.00
Standard IPS Locks	\$25.00
Standard IPS Keys	\$15.00
Yoke Assembly (Twin Mounting Adapter) std. black color	\$75.00
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$45.00
Vintage Sleeve – std. black color	\$49.00
Vintage Base- std. black color	\$60.00
Collar for Vintage Sleeve – std. black color	\$30.00
Medeco E-Lock (lock only) (NOTE: additional Medeco accessories require separate quote)	\$185.00

Collection Systems and Accessories

Product/Service	Price per unit
Collection Cart Only (standard)	\$500.00
Collection Cart Only (with enhanced suspension)	\$795.00
Standard Collection Head	\$250.00
Smart Collection Head	\$695.00
Coin Collection Canister - Steel	\$500.00
Coin Collection Canister - Aluminum	\$500.00

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

ParkSmarter™ Mobile Payment Solution

Product/Service	Price per unit
ParkSmarter™ mobile payment decals	\$1.50
Decal Shipping	at cost
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBD

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Per Transaction Fees	Fees
Secure Credit Card Gateway Fee (per transaction)	\$0.06
Push mobile payments to the meter (non BLE)	\$.10

Merchant Processing

Product/Service	Price Per Transaction
Merchant Processing – Preferred interchange pricing	Interchange + \$.06

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request.

Integration with 3rd parties

Product/Service	Price per Meter per Month
Pushing non real time data to third party vendor	\$.50

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

REPLACEMENT PARTS & REPAIR SERVICES:

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

Product/Service	Price per unit
Single Space M3™ or M5™ Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

IPS Limited Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.

Additional Warranty Provisions:

- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer.
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.
- IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect.
- On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis.
- THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.
- NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consumable items such as paper, batteries, etc. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above). IPS provides no warranty with respect to any 3rd party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

ATTACHMENT C

LPR Pilot Costs

Mobile LPR Trial Quotation

Vigilant Solutions (products and services) provided by IPS Group Inc.

Qty	Item #	Description
(1)	Mobile LPR SYS-1 CDM-2-22--RHD	<p>Mobile LPR 2-Camera Reaper High-Definition System (Expandable to 4 Cams)</p> <p><u>Hardware:</u></p> <ul style="list-style-type: none"> • Qty=2 8mm lens package • Shield Digital Signal Processor - No moving parts • Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> ◦ Single point power connection • Field installed GPS receiver for MDC (USB Connect) <p><u>Software:</u></p> <ul style="list-style-type: none"> • CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$12,237.00

Qty	Item #	Description
(1)	VSBSVC-01	<p>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</p> <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> ◦ Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$1,155.00

Qty	Item #	Description
(1)	VS-VPS-PT-01	Parking Enforcement System Toolkit <ul style="list-style-type: none"> • Annual fee per-system • Toolkit enables Vigilant LPR systems to receive alerts on chalking (timed parking) violations as well as whitelist violations for vehicles that have not paid, do not have permits, or are otherwise not on a registered list of vehicles • Included with a Vigilant Mobile System Subscription
Subtotal Price (Excluding sales tax)		\$1,100.00

Qty	Item #	Description
(1)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$965.00

Qty	Item #	Description
(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
Subtotal Price (Excluding sales tax)		\$1,375.00

Qty	Item #	Description
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$1,705.00

Qty	Item #	Description
(1)	CDMS24HWW	2-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 2-Camera hardware system kit • Valid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$4,620.00

Qty	Item #	Description
(1)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars • Mounts up to four (4) LPR cameras
Subtotal Price (Excluding sales tax)		\$1,205.00

Qty	Item #	Description
(1)	VS-SHP-01	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$150.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
3. System can perform time limit, permit, and scofflaw enforcement
4. System to be integrated with IPS Group

Total Price (Excluding sales tax)	\$24,512.00
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FIXED LPR TRIAL QUOTATION

Vigilant Solutions (products and services) provided by IPS Group Inc.

Qty	Item #	Description
(5)	VSF-101-RXD	ReaperXD Short Range LPR System <ul style="list-style-type: none"> Vigilant Solutions High Definition Fixed Short Range LPR Camera Maximum capture distance - 30' Short range capture of vehicles Ideal for parking garages/lots and other low speed/low volume environments Requires Vigilant Intel Box, sold separately Includes Vigilant Solutions Pole Mount
Subtotal Price (Excluding sales tax)		\$23,375.00

Qty	Item #	Description
(1)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for up to 14 total camera units registered Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$2,890.00

Qty	Item #	Description
(2)	VS-VPS-PT-01	Parking Enforcement System Toolkit <ul style="list-style-type: none"> Annual fee per-system Toolkit enables Vigilant LPR systems to receive alerts on chalking (timed parking) violations as well as whitelist violations for vehicles that have not paid, do not have permits, or are otherwise not on a registered list of vehicles Included with a Vigilant Mobile System Subscription
Subtotal Price (Excluding sales tax)		\$2,200.00

Qty	Item #	Description
(1)	VS-CLIENTPORTAL-H	Client Portal Account <ul style="list-style-type: none"> • Vigilant Client Portal account for management of client-owned LPR data and systems • Management of users, data sharing and access control permissions • Use of Vigilant's patented analytic tools
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	TAS-UL	Target Alert Service - LPR Alert Delivery Software - Unlimited User <ul style="list-style-type: none"> • Real Time LPR notification and mapping software sends LPR alerts to any in-network PC • Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. • Server Client software compatible with all Vigilant CDFS applications
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed Server Account <ul style="list-style-type: none"> • New client account setup • Required for all hosted/managed client accounts
Subtotal Price (Excluding sales tax)		\$1,400.00

Qty	Item #	Description
(5)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$4,815.00

Qty	Item #	Description
(1)	VS-TRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> • End user training for Vigilant products <ul style="list-style-type: none"> ◦ Covers all client purchased applications ◦ Includes classroom and field operation training • Vigilant certified technician to visit site and perform one training class
Subtotal Price (Excluding sales tax)		\$1,375.00

Qty	Item #	Description
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> Vigilant certified technician to visit client site Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$605.00

Qty	Item #	Description
(5)	CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5 <ul style="list-style-type: none"> Fixed LPR System LPR hardware component replacement warranty Applies to 1-Channel hardware system kit Valid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$11,550.00

Qty	Item #	Description
(5)	VS-SHP-02	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> Applies to each fixed camera LPR System Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$305.00

Qty	Item #	Description
(3)	BCA-1F2	Vigilant Fixed Camera Intelligence Box - Secondary <ul style="list-style-type: none"> Secondary Intelligence Box to manage power and communications for up to (2) Vigilant fixed ReaperXD LPR cameras Secondary boxes require line-of-sight to Primary Intelligence Box for communications
Subtotal Price (Excluding sales tax)		\$4,285.00

Qty	Item #	Description
(1)	VS-Integration	Enables integration with IPS Group <ul style="list-style-type: none"> Annual Cost per Deployment
Subtotal Price (Excluding sales tax)		\$1,100.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
3. System to be integrated with IPS Group.
4. Installation to be completed by City. Vigilant will provide site survey, start up and commissioning and training.
5. Scope includes cameras to cover all entrance and exits. Also separates upper and lower level for permit enforcement.

Total Price (Excluding sales tax)	\$53,900.00
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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 5 93308451

Policy Effective Date: 03/19/2019

Policy Page: 29 of 43



POLICY DECLARATIONS

Named Insured and Mailing Address

Named Insured:
IPS GROUP, INC.

Mailing Address:
7737 KENAMAR CT
SAN DIEGO, CA 92121-2425

Policy Information

Policy Number: 4034952990
Renewal of: 4034952990
Insurer's Name and Address:
The Continental Insurance Company
151 N Franklin St
Chicago, IL 60606

Producer Information

Producer:
LOCKTON COMPANIES LLC-PACIFIC SERIES
4275 EXECUTIVE SQ
STE 600
LA JOLLA, CA 92037
Producer Code: 244-050890

Policy Period

03/19/2019 to 03/19/2020 at 12:01 a.m. Standard Time at your mailing address.

Limits of Insurance

Each Incident Limit	\$20,000,000
Aggregate Limit	\$20,000,000
Aggregate Products-Completed Operations Hazard Limit	\$20,000,000
Policy Aggregate Limit	N/A
Crisis Management Expenses Aggregate Limit	\$300,000
Key Employee Replacement Expenses Aggregate Limit	\$100,000

Self-Insured Retention

Self-Insured Retention \$10,000

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 1 of 5
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 4034952990
Policy Effective Date: 03/19/2019
Policy Page: 7 of 51



Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
National Fire Insurance Company of Hartford 4034952942 03/19/2019 to 03/19/2020	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit ALAE	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 Outside Limits
National Fire Insurance Company of Hartford 6013847872 03/19/2019 to 03/19/2020	Auto Liability	Combined Single Limit ALAE	\$1,000,000 Outside Limits
Continental Insurance Company 5093308451 03/19/2019 to 03/19/2020	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit ALAE	\$1,000,000 \$1,000,000 \$1,000,000 Outside Limits

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 2 of 5
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 4034952990
Policy Effective Date: 03/19/2019
Policy Page: 8 of 51



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company 5093308496 03/19/2019 to 03/19/2020	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit ALAE	\$1,000,000 \$1,000,000 \$1,000,000 Outside Limits
National Fire Insurance Company of Hartford 4034952942 03/19/2019 to 03/19/2020	Employee Benefits Liability	Each Occurrence Limit Aggregate Limit	\$1,000,000 \$1,000,000
National Fire Insurance Company of Hartford 4034952942 03/19/2019 to 03/19/2020	Stop Gap Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 3 of 5
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 4034952990
Policy Effective Date: 03/19/2019
Policy Page: 9 of 51



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company PST595376939 03/19/2019 to 03/19/2020	Foreign General Liability	Each Occurrence Limit General Aggregate Limit Per Location : no Per Project : no Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	USD (\$)1,000,000 USD (\$)2,000,000 USD (\$)2,000,000 USD (\$)1,000,000
Continental Insurance Company PST595376939 03/19/2019 to 03/19/2020	Foreign Auto Liability	Combined Single Limit	USD (\$)1,000,000
Continental Insurance Company PST595376939 03/19/2019 to 03/19/2020	Foreign Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	USD (\$)1,000,000 USD (\$)1,000,000 USD (\$)1,000,000

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 4 of 5
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 4034952990
Policy Effective Date: 03/19/2019
Policy Page: 10 of 51



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company PST595376939 03/19/2019 to 03/19/2020	Foreign Employee Benefits Liability	Each Occurrence Limit Aggregate Limit	USD (\$)1,000,000 USD (\$)1,000,000

Forms and Endorsements Attached to this Policy

See **SCHEDULE OF FORMS AND ENDORSEMENTS**

Premium

Minimum Earned Premium	0% of the Total Premium
Total Premium	\$16,507.00
Premium includes the following amount for Certified Acts of Terrorism Coverage	\$0

Notices

Notice to insurer

Address: CNA Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPReports@CNA.com

Form No: CNA75501XX (03-2015)
Policy Declarations Page: 5 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 4034952990
Policy Effective Date: 03/19/2019
Policy Page: 11 of 51



CERTIFICATE OF LIABILITY INSURANCE

3/19/2020

DATE (MM/DD/YYYY)

9/12/2019

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).

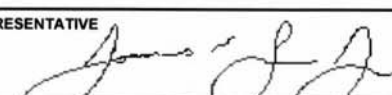
PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Co of Hartford		20478
INSURER B: The Continental Insurance Company		35289
INSURER C: Indian Harbor Insurance Company		36940
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES IPSGR01 **CERTIFICATE NUMBER:** 16297816 **REVISION NUMBER:** XXXXXXXX

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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	4034952942	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	Y	N	6013847872	3/19/2019	3/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp /Coll. Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	4034952990	3/19/2019	3/19/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> 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	5093308451 (CA) 5093308496 (AOS)	3/19/2019 3/19/2019	3/19/2020 3/19/2020	<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
C	Tech E&O / Network / Privacy / Media	N	N	MTP903200304 (E&O)	3/19/2019	3/19/2020	Each Occ. 10,000,000; Agg.: 10,000,000; Ded.: 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Manhattan Beach and its elected and appointed officials, officers, employees, agents and volunteers are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

CERTIFICATE HOLDER 16297816 City of Manhattan Beach 12 Highland Avenue Manhattan Beach CA 90266	CANCELLATION See Attachments 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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CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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- 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
- 3. Bodily Injury – Expanded Definition**
- 4. Broad Knowledge of Occurrence/ Notice of Occurrence**
- 5. Broad Named Insured**
- 6. Estates, Legal Representatives and Spouses**
- 7. Expected Or Intended Injury – Exception for Reasonable Force**
- 8. In Rem Actions**
- 9. Incidental Health Care Malpractice Coverage**
- 10. Joint Ventures/Partnership/Limited Liability Companies**
- 11. Legal Liability – Damage To Premises**
- 12. Medical Payments**
- 13. Non-owned Aircraft Coverage**
- 14. Non-owned Watercraft**
- 15. Personal And Advertising Injury – Discrimination or Humiliation**
- 16. Personal And Advertising Injury - Limited Contractual Liability**
- 17. Property Damage - Elevators**
- 18. Supplementary Payments**
- 19. Property Damage – Patterns, Molds and Dies**
- 20. Unintentional Failure To Disclose Hazards**
- 21. Waiver of Subrogation – Blanket**

1. ADDITIONAL INSURED

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that

described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. the construction, erection, or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

- a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
- b. any express warranty unauthorized by the **Named Insured**;
- c. any physical or chemical change in any product made intentionally by such person or organization;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
- g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
- h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
- b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage**

Part; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or

transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are

incidental
to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-employee while in the course of the co-employee's employment by

the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
and
This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR**

HUMILIATION Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled

Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests

of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A.** is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B.** applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

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This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXTENDED COVERAGE ENDORSEMENT - BA PLUS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1, Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by the provision **A.2.**

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

(2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraph A.2.a (2) and A.2.a.(4) are revised as follows:

1. In a. (2), the limit for the cost of bail bonds increased from \$2,000 to \$5,000 and

2. In a. (4), the limit for the loss of earnings is increased from \$250 to \$500 a day

C. Fellow Employee

Section II, Paragraph B. 5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage - Hitting A Bird or Animal -Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expense

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, provided:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property which is:**
 - (1) Owned by an "insured" and
 - (2) In or on the covered "auto"

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible apply to this coverage.
 1. We will pay only for those expense incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or
 - (b) 15 days.
 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$25 per day subject to a maximum of \$375.
 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hire "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employees" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos"
- e. Such physical damage coverage for hired "autos" will:

- (1) Include loss of use, provided it is the consequences of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
- (2) Such coverage as is provided by provision **G.e.(1)** will be subject to a limit of \$750 per "accident"

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown

I. Electronic Equipment

Section III, Paragraph B.4.c. and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto" actual cash value (**ACV**)

III. Driver Other Car Coverage -Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An "auto" owned by that "executive officer" or member of that person's household; or
 - b. An "auto" owned by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos". Such liability and/or Physical Damage Coverage as is afforded by this provision will be:
 - (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purpose of this provisions, "executive officer" means a person holding any of the officers positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that persons spouse. Such "executive officers" are "insured" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In the Event of Accident, Claim, Suite or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss". This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a) is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. Definitions

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.