

A G E N D A
REGULAR JOINT MEETING OF
THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE
TUESDAY, JUNE 18, 2019, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

A. CALL TO ORDER

B. PUBLIC DISCUSSION

Members of the public will be given the opportunity to directly address the Executive Committee and the User Committee. Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the Executive Committee and the User Committee, including items on the agenda. While all comments are welcome, the Brown Act does not allow the Executive Committee and the User Committee to take action on any item not on the agenda. Comments will be limited to three (3) minutes per speaker.

C. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes of the Regular Meeting – May 21, 2019
2. Delay in Presentation of Check Register for May 2019
3. Agreement Between the South Bay Regional Public Communications Authority and Sun Wireless, Inc. for Maintenance and Inspection of the Authority's Microwave Radio Sites
4. Agreement Between the South Bay Regional Public Communications Authority and Xcel Mechanical Systems, Inc. for Planned Maintenance of the Heating, Ventilation, and Air Conditioning Systems
5. Agreement between the Manhattan Beach Unified School District and the South Bay Regional Public Communications Authority for Microwave Network Access

D. ITEMS REMOVED FROM THE CONSENT CALENDAR

E. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Approve Fiscal Year 2019/20 Blanket Purchase Orders for Supplies and Services in a Total Amount Not to Exceed \$1,082,020
2. Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Establishing Vision, Mission, and Values Statements
3. Authorize the Executive Director to Bind and Approve Fiscal Year 2019-2020 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and

Approve Corresponding Purchase Orders in an Amount Not to Exceed \$315,000
4. Rapid Deploy Mapping System

F. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes of the Special Meeting – April 23, 2019

G. **EXECUTIVE DIRECTOR'S REPORT**H. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**I. **CLOSED SESSION AGENDA**

- **Conference with Labor Negotiator**
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Teamsters Local 911
- **Conference with Labor Negotiator**
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Communications Workers of America
- **Conference with Labor Negotiator**
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Management & Confidential

J. **ADJOURNMENT**

Posting Place: 4440 W. Broadway, Hawthorne, CA 90250 and
www.rcc911.org

Posting Date/Time: June 12, 2019/4:00 PM

Signature:



Erick B. Lee, Executive Director

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**MINUTES OF A REGULAR JOINT MEETING OF
THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**

MAY 21, 2019

A. CALL TO ORDER

The Executive and User Committees convened in a regular joint session at 2:01PM on Tuesday, May 21, 2019, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

ROLL CALL

Present: City Manager Ed Medrano, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach
Interim City Manager Arnie Shadbehr, City of Hawthorne

Also Present: Executive Director Erick B. Lee
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Finance & Performance Audit Manager Vanessa Alfaro
Executive Assistant Clara Choi
Josh Armstrong, IT Services
Lieutenant Vince Osorio, Gardena Police Department (arrived 2:02PM)
Allan Mackiewicz, Mark43
Matt Neal, Mark43
Tony Slokar, Mark43

B. PUBLIC DISCUSSION

None.

C. EXECUTIVE COMMITTEE CONSENT CALENDAR

Interim City Manager Shadbehr motioned to abstain from Item 1 of the Consent Calendar. City Manager Medrano moved to exclude Item 7 and 8 from Consent Calendar. City Manager Moe moved to approve the Consent Calendar, Item Numbers 1-6. The motion was seconded by Interim City Manager Shadbehr and passed by a unanimous voice vote, with Interim City Manager Shadbehr abstaining from Item 1.

1. Minutes of the Regular Meeting – April 16, 2019
2. Check Register for April 2019
3. Cash and Investments Report/March 31, 2019
4. Budget Performance Report – Through March 31, 2019
5. Agreement Between the South Bay Regional Public Communications Authority and Marc Cohen, M.D. for Medical Director Services.
6. Agreement Between the South Bay Regional Public Communications Authority and Smart Janitorial Incorporated for Janitorial Services

D. ITEMS REMOVED FROM THE CONSENT CALENDAR

Administrative Services Manager Krok summarized the agreements. City Manager Moe moved to approve Items 7 and 8. The motion was seconded by Interim City Manager Shadbehr and passed by a unanimous voice vote.

7. Agreement Between the South Bay Regional Public Communications Authority and Commline, Inc. for Public Safety Radio System Support Services
8. Agreement Between the South Bay Regional Public Communications Authority and Commline, Inc. for Installation for Programming of Desk Console and Connectivity Equipment; and
Approve a Corresponding Purchase Order in the Total Amount of \$24,426.88 for this Purchase

E. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

None.

F. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes of the Special Meeting – April 23, 2019

Due to lack of quorum for the User committee, the minutes from April 23, 2019 will move to the next meeting.

2. Plan for Mark43 CAD/RMS System Maintenance Billing

Chief Ishii introduced the Mark43 company. Allan Mackiewicz is the Director of Implementation. Matt Neal is head of West Coast Regional of Implementations. Tony Slokar is the Technical Services with Implementations and Migration. Currently, the project is on track. Mr. Armstrong indicated a projected go-live date of April 2020 with a substantial amount of work that needs to be done. Mark43 reported a robust multi CAD program and a primary focus on industry standards. Chief Ishii discussed current billing practices and changes that will come with the implementation of Mark 43 whereby maintenance payments will be made by the Authority's member and contract cities directly to the City of Hawthorne, thereby eliminating the Authority on the pass-through of CAD system maintenance payments.

G. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee introduced the Finance & Performance Audit Manager, Vanessa Alfaro. He also provided an update on recruitment, status on the INSB project, information on the Authority's Vision, Mission, and Values project as well as the Fire Department call processing times.

H. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

City Manager Moe introduced Fire Chief Daryn Drum.

I. **ADJOURNMENT**

The meeting adjourned at 2:21PM.

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Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: C-2

TO: Executive Committee

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: DELAY IN PRESENTATION OF CHECK REGISTER FOR MAY 2019

ATTACHMENTS: None

The check register for May 2019 will be presented in the Executive Committee Meeting in July, along with the check register for June 2019. The system-generated check register for May 2019 contains duplication anomalies that require additional research and reconciliation to the general ledger for correctness.

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Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: C-3

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *JK*

SUBJECT: AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND SUN WIRELESS, INC. FOR THE MAINTENANCE AND INSPECTION OF THE AUTHORITY'S MICROWAVE RADIO SITES

ATTACHMENT: 1. Agreement

RECOMMENDATION

Staff recommends that the Executive Committee approve an agreement with Sun Wireless Incorporated for the maintenance and inspection of the Authority's microwave radio sites.

DISCUSSION

The Authority's microwave system is a critical network, which consists of a nine (9) site redundant microwave loop network (Ring Configuration). This network supports the transport for the entire current analog system and the future Interoperability Network of the South Bay (INSB) digital radio system. It is the primary transport for both voice and data traffic, along with dispatch connectivity to the Interagency Communications Interoperability System (ICI System) core. The Authority's microwave system was procured and installed in 2014, utilizing federal SHSGP grant funds. The manufacturer's warranty for the system expired in 2015.

Since the procurement of microwave, the Authority has incurred minimal maintenance expenses for the system, which has been working with minimal outages. The Authority has installed network-monitoring software, which provides information related to the health of the system, updated the network peripherals (router/switches), and added a security layer of multiprotocol label switching (MPLS) which streamlines and increases data delivery speed. However, on the hardware maintenance, the system requires physical inspection (climbing the towers) to evaluate the equipment.

Sun Wireless, Inc. provides site surveys/engineering studies, network designs, equipment selections and acquisitions, system integrations and installations plus continual support and service. The vendor was responsible for the original installation of the equipment and has an intimate working knowledge of the Authority's microwave system and equipment. Staff's recommendation is to enter into an agreement with Sun Wireless Inc. for its annual microwave maintenance inspections at a rate of \$6,570 per year. The proposed agreement has a maximum term of three years. Under the terms of this agreement, the Authority retains the right to terminate the arrangement at any time.

Optional maintenance services will be available to the Authority under this agreement. Quotes for these optional maintenance services to be provide in an Individual Project Order (IPO) and subject to the written approval of the Authority.

LEGAL REVIEW

The Authority's General Counsel has reviewed the agreement and will sign the document, approving to form, once it is approved by the Executive Committee.

FISCAL IMPACT

None. Funds for the agreement, which are estimated to total \$25,000 per year, are included in the approved Fiscal Year 2019-2020 Budget.

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Attachment

**AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY AND SUN WIRELESS, INC. FOR THE
MAINTENANCE AND INSPECTION OF THE AUTHORITY'S MICROWAVE RADIO
SITES**

This Professional Services Agreement ("Agreement") is dated July 1, 2019 ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Sun Wireless, Inc., a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. Authority desires to utilize the services of Contractor as an independent contractor to perform an annual maintenance inspection of each of the Authority's microwave radio sites ("Sites").

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. Authority may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the Authority Representative shall be the Executive Director, or such other person designated in writing by the Executive Director (the "Authority Representative"). For the purposes of this Agreement, the Contractor Representative shall be Burt Lonergan, (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without Authority's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2020, ("Termination Date") unless sooner terminated as provided in Section 12 of this Agreement or extended. The Executive Director may extend the term of Agreement in writing for two additional one year terms or such other term not to exceed two years from the Termination Date pursuant to the same terms and conditions of this Agreement.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services rendered, Authority shall pay Contractor at the rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$75,000.00 (the "Maximum Compensation").

B. Expenses. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.

C. Unauthorized Services and Expenses. Authority will not pay for any services not specified in the Scope of Services, unless the Executive Committee of the Authority or the Authority Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the Executive Committee or the Authority Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Authority shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to Authority an invoice for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business Days of receipt of any disputed invoice amounts.

B. Payment. Authority shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. Authority does not pay interest on past due amounts. Authority shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, Authority will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to Authority for review and audit by Authority.

5. Independent Contractor. Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

6. Information and Documents.

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

B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any work performed by Contractor for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.

C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, and members of its

committees (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities") in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold Authority harmless from any failure of Contractor to comply with applicable workers' compensation laws. Authority may offset against the amount of any fees due to Contractor under this Agreement any amount due to Authority from Contractor as a result of Contractor's failure to promptly pay to Authority any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.

C. Insurance Requirements not Limiting. Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against Authority.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Authority and its officials, officers, employees, agents, volunteers, and members of its committees as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Authority.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. At Authority's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Authority. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, and fax or notify Authority via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Authority Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse Authority for any premium paid by Authority

or Authority may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish Authority's Executive Director with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Authority's approval. Contractor may provide complete, certified copies of all required insurance policies to Authority. Contractor shall maintain current endorsements on file with Authority's Executive Director. Contractor shall provide proof to Authority's Executive Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify Authority under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. Authority's Cooperation. Authority shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against Authority relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that Authority requires.

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

12. Termination of Agreement.

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this Agreement for cause if Authority fails to cure a breach of this Agreement within 60 days after Contractor gives written notice to Authority of the breach.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of Authority's termination of this Agreement due to no fault or failure of performance by Contractor, Authority shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against Authority by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the Executive Director determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, Authority shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Authority may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by

courier service during Contractor's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to Authority:

Attn: Erick Lee, Executive Director
SBRPCA
4440 W. Broadway
Hawthorne, California 90250
Telephone: 310-973-1802
Email: elee@rcc911.org

If to Contractor:

Attn: Burt Lonergan, President
Sun Wireless
4887 Ronson Court Suite I
San Diego, California 92111
Telephone: 858-560-0400
Email: blonger@sunmicrowave.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or

right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during Authority's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by Authority for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that Authority does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except

those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business Days" means days Authority is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority's business address located in Hawthorne, California.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

**EXHIBIT A
SCOPE OF SERVICES**

MICROWAVE RADIO SITE MAINTENANCE AND INSPECTION SERVICES

Contractor will conduct an annual maintenance inspection of each Site. The inspection of each Site will include the following:

- Environmental inspection (wildlife, debris, plant growth, nests)
- Mechanical inspection (mount, support, hardware and integrity)
- Electrical inspection (cables, connectors, grounding)
- Review the signal level at the receiver
- Review data throughput

Contractor will provide a written report to Authority detailing its observations from its annual inspections of each Site. The report will indicate whether Contractor observed any condition at the Site that appears to Contractor that it could interfere with the communications supported by the Site, or any condition that appears to Contractor that it could affect the performance of the Site's equipment. The report will also indicate the signal level at the receiver and will include information regarding data throughput.

Optional maintenance services available to the Authority under this Agreement include:

- Radio firmware upgrades
- Radio line of sight adjustment
- Cable replacement
- Vegetation removal and tree trimming

Contractor shall provide a quote for these optional maintenance services upon request by Authority. Upon Authority's request, each engagement for these as-needed optional maintenance services and the associated costs, including parts and equipment, will be set forth in an Individual Project Order ("IPO") developed by the Authority. Each such approved IPO shall be appended to Exhibit A and considered part of the Scope of Services under this Agreement.

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

Authority:

South Bay Regional Public
Communications Authority
a Joint Powers Authority

Contractor:

Sun Wireless, Inc.
a California corporation

By: _____
Name: Edward Medrano
Title: Executive Committee
Chairperson

By:  _____
Name: Burt Lonergan
Title: President

ATTEST:

By: _____
Name: Erick B. Lee
Title: Executive Director

By:  _____
Name: Al Phelps
Title: Vice President

APPROVED AS TO FORM:

By: _____
Name: Jennifer Petrusis
Title: General Counsel

**EXHIBIT B
APPROVED FEE SCHEDULE**

Annual Maintenance Inspection

As full compensation for Contractor's annual maintenance inspection services provided under this Agreement, Authority shall pay Contractor a flat rate of \$6,570.00 per year. The total compensation allowable under this Agreement for annual maintenance inspection services shall not exceed \$19,710.00.

Individual Project Orders

Authority shall compensate Contractor for the satisfactory performance of optional maintenance service work described in IPO's that have been developed by the Authority pursuant to Exhibit A. The total amount of compensation for optional maintenance service work performed by Contractor pursuant to this Agreement shall not exceed \$55,290.00, including labor, taxes, and other expenses as more particularly described in IPOs developed by the Authority.

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Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: C-4

TO: Executive Committee

FROM: John Krok, Administrative Services Manager

GTK

SUBJECT: AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND XCEL MECHANICAL SYSTEMS, INC. FOR PLANNED MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS

ATTACHMENT: 1. Agreement

RECOMMENDATION

Staff recommends that the Executive Committee approve an agreement with Xcel Mechanical Systems Incorporated for the planned maintenance of the heating, ventilation, and air conditioning systems.

DISCUSSION

The Authority's agreement with its current heating, ventilation, and air conditioning services vendor expires on June 30, 2019. Such maintenance services are provided both quarterly and annually, depending on the type of equipment, and are necessary for the proper long term operation of the Authority's facilities located at:

- 4440 W. Broadway Avenue, Hawthorne
- 3516 Grandview Avenue, Manhattan Beach
- 1427 W. 8th Street, Manhattan Beach
- 1700 ½ Punta Place, Palos Verdes Estates

As part of the Authority's procurement process, staff solicited proposals from multiple qualified vendors to ensure the Authority receives the most competitive pricing for heating, ventilation, and air conditioning services.

A summary of these proposals is as follows:

Xcel Mechanical Systems, Inc.	\$10,946.00 per year
Allison Mechanical, Inc.	\$11,068.00 per year
AMB HVAC and Mechanical, Inc.	Non-responsive
Lochridge-Priest, Inc.	Non-responsive
White Mechanical, Inc,	Non-responsive

Xcel Mechanical Systems, Inc.'s proposal for all of the Authority's heating, ventilation, and air conditioning services is based on its expertise, knowledge, and maintenance of the Authority's HVAC system since 2002. The vendor has consistently demonstrated a commitment to excellent customer service and professionalism. Staff's recommendation is continue contractual services with this local vendor for HVAC maintenance services at a rate of \$10,946 per year. The proposed agreement has a maximum term of three years and a total value not to exceed \$32,838. Under the terms of this agreement, the Authority retains the right to terminate the services at any time.

LEGAL REVIEW

The Authority's General Counsel has reviewed the agreement and will sign the document, approving to form, once it is approved by the Executive Committee.

FISCAL IMPACT

None. Funds for the agreement, which total \$10,946 per year, are included in the approved Fiscal Year 2019-2020 Budget.

C - 4

Attachment

**AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY AND XCEL MECHANICAL SYSTEMS, INC. FOR
PLANNED MAINTENANCE OF THE HEATING, VENTILATION, AND AIR
CONDITIONING SYSTEMS**

This Professional Services Agreement ("Agreement") is dated July 1, 2019 ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Xcel Mechanical Systems Inc., a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. Authority desires to utilize the services of Contractor as an independent contractor to perform services for the planned maintenance of Authority's heating, ventilation, and air conditioning systems.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. Authority may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the Authority Representative shall be the Executive Director, or such other person designated in writing by the Executive Director (the "Authority Representative"). For the purposes of this Agreement, the Contractor Representative shall be David Woods, (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without Authority's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services according to the timeframes set forth in Exhibit A and by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2020, ("Termination Date") unless sooner terminated as provided in Section 12 of this Agreement or extended. The Executive Director may extend the term of Agreement in writing for two additional one year terms or such other term not to exceed two years from the Termination Date pursuant to the same terms and conditions of this Agreement.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services rendered, Authority shall pay Contractor at the rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$32,838 (the "Maximum Compensation").

B. Expenses. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.

C. Unauthorized Services and Expenses. Authority will not pay for any services not specified in the Scope of Services, unless the Executive Committee of the Authority or the Authority Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrance of additional expenses. Any additional services or expenses authorized by the Executive Committee or the Authority Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Authority shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to Authority an invoice, on an annual basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. Authority shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. Authority does not pay interest on past due amounts. Authority shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, Authority will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to Authority for review and audit by Authority.

5. Independent Contractor. Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

6. Information and Documents.

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

B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena,

notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any work performed by Contractor for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.

C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, and members of its committees (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses,

judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities") in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold Authority harmless from any failure of Contractor to comply with applicable workers' compensation laws. Authority may offset against the amount of any fees due to Contractor under this Agreement any amount due to Authority from Contractor as a result of Contractor's failure to promptly pay to Authority any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor

expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.

C. Insurance Requirements not Limiting. Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against Authority.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Authority and its officials, officers, employees, agents, volunteers, and members of its committees as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Authority.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. At Authority's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Authority. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, and fax or notify Authority via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Authority Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse Authority for any premium paid by Authority or Authority may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish Authority's Executive Director with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Authority's approval. Contractor may provide complete, certified copies of all required insurance policies to Authority. Contractor shall maintain current endorsements on file with Authority's Executive Director. Contractor shall provide proof to Authority's Executive Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify Authority under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. Authority's Cooperation. Authority shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against Authority relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that Authority requires.

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

12. Termination of Agreement.

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this

Agreement for cause if Authority fails to cure a breach of this Agreement within 60 days after Contractor gives written notice to Authority of the breach.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of Authority's termination of this Agreement due to no fault or failure of performance by Contractor, Authority shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against Authority by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the Executive Director determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, Authority shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Authority may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to Authority:
 Attn: Erick Lee, Executive Director
 SBRPCA
 4440 W. Broadway
 Hawthorne, California 90250
 Telephone: 310-973-1802
 Email: elee@rcc911.org

If to Contractor:
 Attn: David Woods
 Xcel Mechanical Systems, Inc.
 1710 W. 130th Street
 Gardena, California 90249
 Telephone: 310-660-0090
 Email: dwoods@xcelmech.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during Authority's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by Authority for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that Authority does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Authority is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority’s business address located in Hawthorne, California.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

Authority:

South Bay Regional Public
Communications Authority
a Joint Powers Authority

Contractor:

Xcel Mechanical Systems Inc.
a California corporation

By: _____

Name: Edward Medrano
Title: Executive Committee
Chairperson

By:  _____

Name: Kevin Michel
Title: Owner/President

ATTEST:

By: _____

Name: Erick B. Lee
Title: Executive Director

By:  _____

Name: Jason Gordon
Title: Vice President

APPROVED AS TO FORM:

By: _____

Name: Jennifer Petrusis
Title: General Counsel

EXHIBIT A SCOPE OF SERVICES

PLANNED MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM

Inclusions:

1. 4440 W. Broadway, Hawthorne
 - a) Serviced Quarterly
 - (1) Outside air filter service
 - (2) Air conditioning unit air filter change
 - b) Serviced Bi-Annually
 - (1) Belt replacements as required
 - (2) Inspection and lubrication of motors and bearings
 - (3) Inspection of electrical components
 - (4) Inspection of refrigeration systems
 - (5) Inspection of condensate pans
 - (6) Visual and auditory evaluation of equipment
 - (7) Detergent cleaning of condenser coils as required
 - (8) Air Compressor Oil Change Bi-Annually
 - c) Covered Equipment List
 - (1) Central Air Handler (1)
 - (2) Computer Room Split Units (2)
 - (3) Radio Room Split Units (2)
 - (4) Electrical Room Split Unit (1)
 - (5) Computer Room Supply Fan (1)
 - (6) Circulation Pumps
 - (7) Boilers
 - (8) General Exhaust Fans
 - (9) Air Compressor
2. 3516 Grandview Ave, Manhattan Beach
 - a) Serviced Bi-Annually
 - (1) Outside air filter service
 - (2) Air conditioning unit air filter change
 - (3) Belt replacements as required
 - (4) Inspection and lubrication of motors and bearings
 - (5) Inspection of electrical components
 - (6) Inspection of refrigeration systems
 - (7) Inspection of condensate pans
 - (8) Visual and auditory evaluation of equipment
 - (9) Detergent cleaning of condenser coils as required
 - b) Covered Equipment List
 - (1) Radio Room Split Units (2)

3. 1427 8th St., Manhattan Beach

a) Serviced Bi-Annually

- (1) Outside air filter service
- (2) Air conditioning unit air filter change
- (3) Belt replacements as required
- (4) Inspection and lubrication of motors and bearings
- (5) Inspection of electrical components
- (6) Inspection of refrigeration systems
- (7) Inspection of condensate pans
- (8) Visual and auditory evaluation of equipment
- (9) Detergent cleaning of condenser coils as required

b) Covered Equipment List

- (1) Radio Room Split Units (2)

4. 1700 1/2 Punta Pl., Palos Verdes Estates

a) Serviced Bi-Annually

- (1) Outside air filter service
- (2) Air conditioning unit air filter change
- (3) Belt replacements as required
- (4) Inspection and lubrication of motors and bearings
- (5) Inspection of electrical components
- (6) Inspection of refrigeration systems
- (7) Inspection of condensate pans
- (8) Visual and auditory evaluation of equipment
- (9) Detergent cleaning of condenser coils as required

b) Covered Equipment List

- (1) Radio Room Split Units (2)

5. Any additional repairs suggested by Contractor or requested by Authority will be quoted by Contractor and must be approved in writing by Authority before they are invoiced to Authority.

6. Service will be performed in the months of:

- a) Quarterly Service (Mar., June, Sept., and Dec.)
- b) Bi-Annual Service (June and Dec.)

7. All work must be performed during regular business hours

Exclusions:

- Equipment cabinet or sheet metal repairs due to weather, age, or rust
- Equipment repairs or parts other than noted above
- Delays caused by the replacement part manufacturer or distributor that delay the delivery of the replacement part(s) to Contractor
- Loss of income or use due to equipment breakdown or Contractor's inability to make repairs when the equipment breakdown or inability to make the repair is not caused by Contractor's negligence

- Storage or responsibility for required stock parts
- Ductwork or air distribution modifications , repairs or replacement
- Functionality of existing system and performance
- Overtime hours

EXHIBIT B
APPROVED FEE SCHEDULE

Compensation.

As full compensation for Contractor's Services provided under this Agreement, Authority shall pay contractor in an amount not to exceed \$10,946.00 per year.

C - 5



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: C-5

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *GTK*

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE MANHATTAN BEACH UNIFIED SCHOOL DISTRICT AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY FOR MICROWAVE NETWORK ACCESS

ATTACHMENT: 1. Memorandum of Understanding

RECOMMENDATION

Staff recommends that the Executive Committee approve a Memorandum of Understanding ("MOU") between the Manhattan Beach Unified School District and the South Bay Regional Public Communications Authority for microwave network access.

DISCUSSION

In March 2018, the Manhattan Beach Unified School District (MBUSD) conducted site walks throughout the district in order to facilitate safety assessments in partnership with the Manhattan Beach Police Department. One of the priorities that emerged from this process was a need to upgrade the District's radio system. In June 2018, the MBUSD Board approved a district-wide radio system upgrade. Since that time, digital radios have been procured and programmed and repeaters have been installed in two separate locations.

During the process of the upgrade, a need to tie-in the District's radio system with the Authority's network was identified. More specifically, MBUSD has requested to utilize bandwidth (secondary priority) on the Authority's existing microwave network at the Grandview Site, located at 3516 Grandview Avenue in Manhattan Beach. The connectivity would provide MBUSD with radio communication between multiple school district sites and the Manhattan Beach Police and Fire Departments during critical incidents.

Staff and the Authority's radio communications consultant have evaluated the MBUSD's request and determined that sufficient capacity exists on the Authority's microwave network to accommodate it. The bandwidth requested would not negatively impact the capacity of the system, as the district's needs would total 5mb of a 100 mb system. Under the terms of the proposed MOU, the Authority would provide the MBUSD with the access requested.

By entering into this MOU, the Manhattan Beach Unified School District would gain access to the microwave network at the Grandview Site allowing for effective, consistent, district-wide transmissions over a digital system and an additional layer of communications and integration with the Manhattan Beach Police and Fire Departments.

FISCAL IMPACT

None.

C - 5

Attachment

**Memorandum of Understanding Between the
Manhattan Beach Unified School District and
the South Bay Regional Public Communications Authority
for Microwave Network Access**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made between the Manhattan Beach Unified School District ("District"), and the South Bay Regional Public Communications Authority, a Joint Powers Authority ("Authority").

WHEREAS, the purpose of this MOU is to allow the District access to the microwave network owned, operated, maintained by and licensed to the Authority for the sole purpose of establishing a communications link between the District's two-way equipment located at Mira Costa High School, 1401 Artesia Blvd, Manhattan Beach, CA 90266 and the Authority's Grand View Array located at Grandview Avenue and 35th Place, Manhattan Beach, CA 90266. The interface point to the Authority's microwave network will be made at the Authority's Manhattan Beach Grandview Site located at Grandview Avenue and 35th Place, Manhattan Beach, CA 90266.

WHEREAS, the District's access to the microwave network is for the sole purpose of allowing its staff to have interoperable radio communications with the City of Manhattan Beach's Police and Fire Departments.

WHEREAS, the Authority is a Joint Powers Authority comprised of the member cities of Manhattan Beach, Hawthorne and Gardena and is a consortium for dispatch services.

WHEREAS, the primary purpose of the Authority's microwave network is to support the Police, Fire and local government first responder radio networks of the member agencies of the Authority and Interoperability Network of the South Bay Joint Powers Authority.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to the following:

1. The term of this MOU shall commence on the date this MOU has been executed by both parties and continue until terminated as provided herein. Any party may terminate this MOU at any time by providing 90 days written notice to the other party's Executive Director, Superintendent, or Superintendent's designee, whichever is applicable, by depositing such notice in the United States mail, postage prepaid. Notices shall be deemed delivered upon receipt by personal service or as of the third day after deposit in the United States mail.
2. The Authority's authorized FCC MW licenses that are the focus of this MOU fall under, but are not limited to, the call signs listed forthwith:

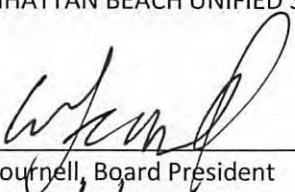
WQTZ896

WQTZ899
 WQTZ900
 WQTZ983
 WQTZ984
 WQTZ988
 WQTZ993
 WRAK677
 WRAK681
 WRAL253
 WRBK821

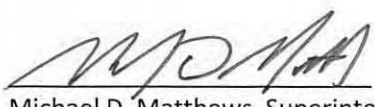
3. The following conditions shall be applicable to this MOU:
 - A. The District shall be responsible for all costs associated with the procurement and installation of the necessary linking equipment, inclusive of cabling, software, programming, mounting and all related hardware. District is responsible for all costs for any site development or necessary upgrades as well as the maintenance of any and all related District equipment. Installation and integration to the Authority's microwave network shall be either under the direct supervision of the Authority's authorized technical representative.
 - B. Prior to the integration of the District's linking equipment with the Authority's microwave system, configuration plan, network designs and diagrams, and/or schematics inclusive of the types of equipment, network addressing, and band width limitations shall be approved in writing (email is acceptable) by technical staff designated by the Authority.
 - C. District shall ensure that any routers, switches or firewalls, or other data facilities shall be compatible with technical requirements of the Authority's network.
 - D. District shall not make any alterations to any of the linking or affiliated networking equipment that is integrated to the Authority's microwave system without prior written approval from the Authority's authorized technical representative.
 - E. In the event it is determined that the District's equipment is the source of technical difficulties or malfunctions or that the District's equipment causes service interruptions to the Authority's microwave network, the District's equipment will be disconnected immediately by the Authority or its representative and without any prior notification to the District. Subsequent reconnection of the District's linking equipment to the Authority's microwave system will require written permission from the Authority as well as direct supervision by the Authority's technical representative.
4. District will hold the Authority and all of its officers, officials, and employees harmless in the event of a microwave system outage due to force majeure, natural disasters, or resulting from any other circumstances other than the willful misconduct by Authority.

5. District agrees to indemnify, hold harmless and defend Authority and all its successors and assignees, and its officers, officials, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit, arising from or occasioned by any act, omission or negligence of the District or its agents, officers, servants or employees, whether it be sole or in concert with others in connection with performance of this MOU.
6. No Relationship. This MOU does not constitute and shall not be construed as constituting a partnership, joint venture or any other type of relationship between the District and Authority. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third parties.
7. This MOU may be amended or modified only by a subsequent written instrument executed by both parties and approved by the Superintendent or the Superintendent's designee from the District, and the Authority's Executive Committee.

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT



Bill Fournell, Board President

5/2/19
Date


Michael D. Matthews, Superintendent

5/2/19
Date

ATTEST:


Karen Komatinsky, Clerk of the Board

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

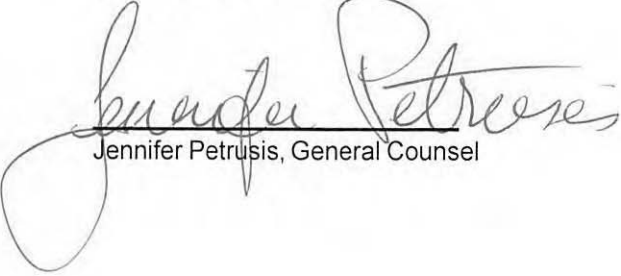
Edward Medrano, Executive Committee Chair

Date

Erick B. Lee, Executive Director

Date

APPROVED AS TO FORM:



Jennifer Petrusis, General Counsel

E - 1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: E-1

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *GTK*

SUBJECT: APPROVE FISCAL YEAR 2019/20 BLANKET PURCHASE ORDERS FOR SUPPLIES AND SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$1,082,020

ATTACHMENT: None

RECOMMENDATION

Staff recommends the Executive Committee approve fiscal year 2019/20 blanket purchase orders for supplies and services in a total amount not to exceed \$1,082,020.

DISCUSSION

As reported to the Executive Committee on June 19, 2018, staff plans to issue FY 2019/20 blanket purchase orders (BPOs) to vendors that provide goods and services to the Authority throughout the fiscal year on an as-needed basis. The costs associated with each proposed purchase exceed \$15,000 and therefore require approval of the Executive Committee, per Resolution 316 adopted on August 21, 2018.

This report is a request for the Executive Committee to review the requests and authorize corresponding BPO's as described.

A summary of these requested purchases is below:

Request #	Vendor	Account	Account Name	Not to Exceed Amount
1	CDW-G	10-70-311-5514	Parts – Billing (Reimbursed)	\$125,000
2	City of Hawthorne (ITS)	10-50-111-5302 10-70-311-5302	Comp Contract Services/CAD	\$200,000
3	Commline Inc.	10-70-311-5521	Outside Tech Svc-Towers/Equip	\$200,000
4	DSM & T	10-70-311-5514	Parts – Billing (Reimbursed)	\$25,000
5	Federal Signal Corp.	10-70-311-5514	Parts – Billing (Reimbursed)	\$75,000
6	Havis, Inc.	10-70-311-5514	Parts – Billing (Reimbursed)	\$50,000
7	Laguna Manufacturing Corp.	10-70-311-5514	Parts – Billing (Reimbursed)	\$17,500
8	Lawles Enterprises Inc.	10-70-311-5514	Parts – Billing (Reimbursed)	\$40,000
9	Lehr Auto	10-70-311-5514	Parts – Billing (Reimbursed)	\$60,000
10	Marc Cohen	10-50-111-5312	Medical Director Svcs (Reimb)	\$54,000
11	Motorola Solutions, Inc.	10-70-311-5514	Parts – Billing (Reimbursed)	\$75,000
12	Setina Manufacturing Corp.	10-70-311-5514	Parts – Billing (Reimbursed)	\$50,000
13	Smart Janitorial	10-50-111-5701	HQ Maintenance	\$43,020
14	Talley, Inc	10-70-311-5514	Parts – Billing (Reimbursed)	\$17,500
15	Whelen Engineering Co.	10-70-311-5514	Parts – Billing (Reimbursed)	\$50,000
TOTAL				\$1,082,020

Additional details about these requested purchases are below.

Request #1

Vendor: CDW-G

Purchase Order Amount Not to Exceed: \$125,000

CDW Corporation was founded in 1984 and remains a leader in providing technology products and services for business, government and education. The company has a secondary division known as CDW-G, devoted solely to United States government entities, including Local, State and the Federal government.

The Authority routinely orders computers, modems, cables and other related accessories from CDW for the installation work performed by the Technical Services Division. The proposed BPO will provide staff with the ability to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time.

Request #2

Vendor: City of Hawthorne (ITS)

Purchase Order Amount Not to Exceed: \$200,000

The Authority maintains an agreement with the City of Hawthorne for all of its information technology services. A corresponding BPO is required to pay for the services associated with this agreement.

Request #3

Vendor: Commline Incorporated

Purchase Order Amount Not to Exceed: \$200,000

The Authority maintains an agreement with Commline Incorporated for all of its radio programming and infrastructure maintenance needs. A corresponding BPO is required to pay for the services associated with this agreement.

Request #4

Vendor: DSM&T

Purchase Order Amount Not to Exceed: \$25,000

Headquartered in Lynwood, California, DSM&T is a national leader in the electrical interconnect market. The vendor provides custom wire harnesses and interconnect products for a vast group of companies and organizations.

DSM&T was identified as a sole source vendor in 2015 due to its industry leading reputation for quality products, customer service, and ability to meet the Authority's needs to create the custom wiring harnesses that the member and contract cities benefit from. The vendor is a supplier for not

only many law enforcement vehicle outfitting companies, but also leading vehicle manufacturers such as Chevrolet.

Request #5

Vendor: Federal Signal Corporation

Purchase Order Amount Not to Exceed: \$75,000

Federal Signal Corporation (Federal Signal) is an industry leader in the manufacturing of emergency lighting and siren equipment. Federal Signal is one of two vendors used by the Authority as its source for this type of equipment, which is used for upfitting its member and contract agencies' public safety vehicles. The vendor provides lighting and siren equipment that meets or exceeds both state and federal laws. Federal Signal provides a law enforcement agency discount to the Authority that ranges between 25% and 47%, depending on the item.

Request #6

Vendor: Havis, Inc.

Purchase Order Amount Not to Exceed: \$50,000

Havis, Inc. (Havis) is a manufacturer of mobile workspace solutions for public safety and public works vehicles. Their products include laptops, tablets, docking stations, cradles, prisoner transport accessories, and K9 transportation equipment. Havis provides a wide variety of safe, secure, and up-to-date mobile mounting solutions, which are used for upfitting the Authority's member and contract agencies' public safety vehicles. The Authority is an authorized reseller for Havis, Inc. and receives a 37% discount off of all Havis parts. These discounts are passed along to owner and contract cities alike.

Request #7

Vendor: Laguna Manufacturing Corporation

Purchase Order Amount Not to Exceed: \$17,500

Laguna Manufacturing Corporation (Laguna) is an additional vendor that provides prisoner transport solutions, including transport seats and seat belts certified to meet federal Department of Transportation and Motor Vehicle Safety Standards. Equipment purchased from this vendor is used for upfitting the Authority's member and contract agencies' public safety vehicles. The Authority is an authorized distributor for Laguna and receives a 40% discount off the list price on all items.

Request #8

Vendor: Lawles Enterprises Inc.

Purchase Order Amount Not to Exceed: \$40,000

The Authority maintains an agreement for background investigative services with Lawles Enterprises, Inc. A corresponding BPO is required to pay for the services associated with this agreement.

Request #9

Vendor: Lehr Auto

Purchase Order Amount Not to Exceed: \$60,000

Lehr Auto is one of California's largest suppliers of light bars, siren controllers, computer mounts and corner strobe systems. Lehr Auto warehouses thousands of these products to expedite shipping.

Lehr Auto is an alternative vendor and source for the Authority's upfitting needs to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time.

Request #10

Vendor: Marc Cohen

Purchase Order Amount Not to Exceed: \$54,000

The Authority maintains an agreement with Marc Cohen for Medical Director services provided to the Manhattan Beach and El Segundo Fire Departments. A corresponding BPO is required to pay for the services associated with this agreement.

Request #11

Vendor: Motorola Solutions, Inc.

Purchase Order Amount Not to Exceed: \$75,000

The Authority routinely orders mobile and portable radios, microphones, chargers and other related accessories from Motorola for the installation work performed by the Technical Services Division. The proposed BPO will provide staff with the ability to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time. Motorola provides the Authority a 10%-20% discount depending on the item. These discounts are passed along to owner and contract cities alike.

Request #12

Vendor: Setina Manufacturing Corporation

Purchase Order Amount Not to Exceed: \$50,000

Setina Manufacturing Corporation (Setina) provides equipment for upfitting both the exterior and interior of law enforcement vehicles. Typical items purchased by the Authority from this vendor include push bumpers, fender guards, prisoner transport equipment, mounting equipment, firearms securing systems, and a large variety of modular cargo storage systems designed to meet the needs of specific vehicle configurations. The Authority is an authorized reseller for Setina and receives a 30% discount off the list price on all items.

Request #13

Vendor: Smart Janitorial

Purchase Order Amount Not to Exceed: \$43,020

The Authority maintains an agreement with Smart Janitorial for janitorial services at the headquarters site beginning July 1, 2019. A corresponding BPO is required to pay for the services associated with this agreement.

Request #14

Vendor: Talley, Inc.

Purchase Order Amount Not to Exceed: \$17,500

Talley Inc. is a leader in the communications field, supplying wireless infrastructure and mobile materials to public safety agencies nationwide. The vendor sources materials from over 300 manufacturers and maintains a wide variety of items in stock at numerous distribution centers to ensure parts are readily available. Equipment purchased from this vendor is used for upfitting the Authority's member and contract agencies' public safety vehicles.

Request #15

Vendor: Whelen Engineering Company

Purchase Order Amount Not to Exceed: \$50,000

Whelen Engineering Company (Whelen) is an industry leader in the manufacturing of emergency lighting and siren equipment. Whelen is one of two vendors used by the Authority as its source for this type of equipment, which is used for upfitting its member and contract agencies' public safety vehicles. The vendor provides lighting and siren equipment that meets or exceeds both state and federal laws. The Authority is an authorized reseller for Whelen and receives a 40% discount off all of Whelen parts.

FISCAL IMPACT

Funds for each of the above requested BPOs, which total \$1,082,020, are included in the approved Fiscal Year 2019-20 Budget. Additionally, all costs associated with upfitting of vehicles and the Medical Director Services are 100% reimbursable by the member or contract agencies requesting the service.

E - 2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: E-2

TO: Executive Committee & User Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING VISION, MISSION, AND VALUES STATEMENTS

ATTACHMENTS: 1. Resolution

RECOMMENDATION

Staff recommends that the Executive Committee adopt the resolution establishing vision, mission, and values statements.

DISCUSSION

In order for employees at all levels of the organization to have a clear understanding of the Authority's purpose, goals, long-term objectives, and culture, staff has been working with internal and external stakeholders to develop vision, mission, and values statements. Such statements will be used to focus staff's efforts as they deliver the Authority's core services and assist with the management of the Authority's workforce.

Throughout the months of April and May, staff met with interested employees to discuss the reasons for the Authority's existence, its competitive advantages, and the manner in which it currently conducts its business and treats those within and outside of the organization. These meetings were also used to develop a vision of what the Authority should look like many years into the future if it successfully implements its strategies/programs and achieves its full potential. Similar meetings were held with the User Committee, contract city chiefs, and representatives from member and contract city fire and police departments.

Following these input gathering sessions, an internal working group—assembled via an interest memorandum process and representing all levels of the organization—was convened to organize the information received and develop succinct vision, mission, and

values statements. This working group met over a series of weeks to review the feedback received and condense this information into the following concise, meaningful statements:

VISION STATEMENT

To lead the way in regional emergency communications and shape the future of public safety through collaboration with our communities.

The vision statement serves to define the desired future state of the organization, providing guidance and inspiration as to what the Authority aims to achieve many years into the future. As a pioneer in the field of consolidated dispatching, the Authority has much to contribute to the emergency communications industry. Additionally, because the communities of the South Bay continue to desire innovative and results-oriented public safety solutions, the Authority will position itself to be a vital partner with its fire and police departments to achieve those goals.

MISSION STATEMENT

We are dedicated to professionalism and excellence in public safety communications.

The mission statement serves to define the present purpose of the organization in a concise manner. Throughout the stakeholder feedback sessions, the term **professionalism** was identified by nearly all participants as the most valuable aspect of the services provided by the Authority. When combined with the Authority's demonstrated ability to routinely perform at an outstanding level even during the most difficult of situations, the two traits of **professionalism** and **excellence** emerged as the defining characteristics of the Authority's services—what it should never lose sight of. The brevity of the mission statement is intentional and meant to underscore the importance of these two qualities in a declaration that is easily to memorize.

VALUES

Teamwork
Professionalism
Empathy
Innovation

The values serve to define the core principles that guide and direct the organization and its employees. By its very nature, the Authority's services center around **teamwork**, both internally, as employees collaborate with one another to manage incidents in the field, and externally, as the Authority collaborates with its fire and police departments to provide the highest levels of service with the utmost **professionalism**.

Although the Authority is among the largest communications centers in region—serving a population of over 250,000 residents—staff understands that callers are people just like them and that a tangible display of **empathy** not only shows respect to an individual, but also can help diffuse the stress of an emergency situation, reduce the overall trauma of an event, and help a victim to feel more positively towards police officers and firefighters when they arrive on-scene.

The Authority is also dedicated to continuous improvement and embraces ***innovation*** as the cornerstone of continued service excellence and sustained fiscal viability.

Staff believes that the recommended vision, mission, and values statements will be inspirational to employees—providing a tangible foundation on which they can anchor their performance to—and are consistent with the goals and objectives of the Authority's member and contract cities. By adopting these statements, the Executive Committee will be providing current and prospective employees with a clear understanding of the actions, behaviors, and principles that guide the organization.

FISCAL IMPACT

None.

E - 2

Attachment

RESOLUTION NO. 323**RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING VISION, MISSION, AND VALUES STATEMENTS**

WHEREAS, it is essential for the Authority to have a clear sense of direction with written vision, mission, and values statements; and

WHEREAS, it is the desire of the Executive Committee to declare the vision, mission, and values of the Authority; and

WHEREAS, the Authority's vision serves to define the desired future state of the organization, providing guidance and inspiration as to what the Authority aims to achieve many years into the future; and

WHEREAS, the Authority's mission serves to define the present purpose of the organization in a concise manner; and

WHEREAS, the Authority's values serve to define the core principles that guide and direct the organization and its employees; and

WHEREAS, the vision, mission, and values statements were developed in conjunction with feedback received from employees, member and contract city police and fire department personnel, and the User Committee and contract city chiefs; and

WHEREAS, the vision, mission, and values of the Authority are subject to approval by the Executive Committee.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the South Bay Regional Public Communications Authority that:

1. The vision, mission, and values statements attached hereto as Exhibit "A" are adopted.
2. The Executive Director is hereby directed to implement the vision, mission, and values statements throughout the organization's materials, including policy manuals, training materials, webpages, recruitment and promotional processes, performance management tools, and other modes of communication.

Passed, approved, and adopted in a meeting held on the 18th day of June, 2019 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Edward Medrano, Chair
Executive Committee

Erick B. Lee, Secretary
Executive Committee

EXHIBIT A

VISION STATEMENT

To lead the way in regional emergency communications and shape the future of public safety through collaboration with our communities.

MISSION STATEMENT

We are dedicated to professionalism and excellence in public safety communications.

VALUES

Teamwork

Professionalism

Empathy

Innovation

E - 3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM NUMBER: E-3

TO: Executive Committee

FROM: Erick Lee, Executive Director

SUBJECT: AUTHORIZE THE EXECUTIVE DIRECTOR TO BIND AND APPROVE FISCAL YEAR 2019-2020 INSURANCE POLICIES PROPOSED BY ALLIANT INSURANCE SERVICES, INC. FOR INSURANCE NECESSARY TO PROTECT THE AUTHORITY AND ITS MEMBER AGENCIES; AND

APPPROVE CORRESPONDING PURCHASE ORDERS IN AN AMOUNT NOT TO EXCEED \$315,000

ATTACHMENTS: 1. Insurance Proposal

RECOMMENDATION

Staff recommends that the Executive Committee authorize the Executive Director to bind and approve Fiscal Year 2019-2020 insurance policies as proposed by Alliant Insurance Services, Inc. for insurance necessary to protect the Authority and its member agencies and approve corresponding purchase orders in an amount not to exceed \$315,000.

BACKGROUND

The Authority's By-laws provide the Executive Committee with the powers and duties to purchase, and maintain in force, public liability insurance for the Authority and its officers, agents and employees. The By-laws also require to the Authority to obtain and maintain workers' compensation insurance, liability insurance, and other such insurance as deemed necessary by the Executive Committee to fully protect the Authority and each of the member agencies.

Historically, the Authority has utilized the services of Brown & Brown Insurance Services of California, Inc. ("Brown & Brown") for all of its insurance needs. In 2018, the Board of Directors directed staff to work with the Authority's members' Risk Managers to:

1. Review the Authority's coverage to ensure the appropriate coverage types/limits are maintained
2. Evaluate the need to procure Cyber Liability Insurance
3. Explore the idea of self-insurance

Based on this direction, staff met with the members' Risk Managers to conduct this review and evaluation. The Risk Managers recommended that general liability insurance limits be increased from \$5,000,000 to \$10,000,000. They also unanimously recommended that the Authority procure Cyber Liability Insurance, which was ultimately procured under the purchasing authority of the Executive Director in September 2018. They also recommended that the Authority consider procuring its insurance from risk pools of public agencies to maximize benefits and minimize premium costs.

Furthermore, the Executive Committee requested that staff explore various liability retention options (deductibles) to reduce premium costs.

DISCUSSION

Over the past few years, the Authority has maintained the following types of insurance coverages and limits:

- Commercial Property (\$5,000,000)
- General Liability and Professional Liability (\$1,000,000)
- Commercial Auto (\$1,000,000)
- Workers' Compensation (\$1,000,000)
- Directors & Officers Liability and Employment Practices Liability (\$1,000,000)
- Commercial Excess Liability (\$4,000,000)

In late 2018, staff contacted Brown & Brown and Alliant Insurance Services, Inc. ("Alliant") to request proposals and advised them of the Authority's desire to increase general liability insurance limit to a total of \$10,000,000. Staff also requested that insurance be quoted with various liability retention (deductible) options to reduce premium costs. Alliant Insurance Services, Inc. is the broker of record for the California State Association Counties – Excess Insurance Authority (CSAC-EIA).

During the spring of 2019, staff received Fiscal Year 2019-2020 insurance proposals from both Brown & Brown and Alliant. A summary of these proposals is as follows:

Line of Coverage	FY 2018-2019 Brown & Brown Actual		FY 2019-2020 Brown & Brown Proposal		FY 2019-2020 Alliant Proposal	
	Premium	Limit	Premium	Limit	Premium	Limit
Property	\$11,459	\$5,200,000	\$11,317	\$5,000,000	\$9,803	25,000,000
Crime	Incl. with Property	250,000	Incl. with Property	250,000	1,500	1,000,000
Inland Marine	18,452	5,952,399	-	-	-	-
General Liab / Pro. Liab	53,000	1,000,000	48,879	1,000,000	38,751	3,000,000
Automobile	8,547	1,000,000	8,348	1,000,000	7,000	1,000,000
Workers' Comp	124,612	1,000,000	81,875	1,000,000	120,454	1,000,000
D&O / Employment Practices	21,960	1,000,000	20,395	1,000,000	22,364	3,000,000
Excess Liability	49,261	4,000,000	77,182	9,000,000	59,077	7,000,000
Cyber Liability	3,067	1,000,000	3,067	1,000,000	11,352	1,000,000
Deadly Weapons Protection	-	-	-	-	5,160	500,000
Earthquake	-	-	26,427	5,000,000	25,800	5,000,000
Other Fees	4,222	-	7,745	-	-	-
Totals	\$294,580		\$285,235		\$301,261	

The above proposals assume liability retention (deductible) amounts of \$15,000 for General Liability/Professional Liability and \$35,000 for Directors & Officers/Employment Practices Liability. However, the brokers did provide premium estimates for various retention (deductible) options. For example, the retention (deductible) options and associated premium options are below:

General/Professional Liability (\$3,000,000 Limit)

<u>Deductible</u>	<u>Premium</u>
\$15,000	\$38,751 (<i>recommended</i>)
\$25,000	\$36,486
\$50,000	\$29,399

D&O/Employment Practices (\$3,000,000 Limit)

<u>Deductible</u>	<u>Premium</u>
\$35,000	\$22,364 (<i>recommended</i>)
\$50,000	\$19,816
\$75,000	\$18,907

Considering the impact of deductible increases on premiums is not significant (even with liability retention increases of 67% and 43% for General/Professional and D&O/Employment Practices, respectively), staff recommends maintaining the \$15,000 and \$35,000 deductibles.

In summary, staff recommends the Authority procure the insurance coverages proposed by Alliant. While the estimated total premium is 5.6% more (\$16,026) than Brown & Brown's proposal, it is only a 2.2% increase from the premium for the current Fiscal Year 2018-2019 coverages which were procured from Brown & Brown. Additionally, Alliant's proposal includes significantly higher limits and broader coverages on Property Insurance and Crime Insurance. Alliant's proposal also includes Deadly Weapons Protection Insurance which provides the Authority with additional coverage.

At the time that this report was written, Alliant is still marketing the Authority's Automobile and Cyber coverage, but have provided not to exceed estimates of \$7,000 and \$11,352, respectively. As such, staff recommends that the Executive Committee authorize the Executive Director to bind and approve insurance policies with Alliant up to a maximum of \$315,000. The actual premiums are estimated to total \$301,261.

FISCAL IMPACT

Funds for the premiums for the proposed insurance policies are available in the recommended Fiscal Year 2019-2020 budget (Accounts #5207/Workers' Compensation Insurance and #5513/General Liability Insurance)

E - 3

Attachment



South Bay Regional Public Communications Authority

2019 – 2020

Police Professional Liability Insurance Proposal

Presented on June 10, 2019 by:

Courtney Ramirez, CIC, CISR
Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.



Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez, CIC, CISR

Phone: 949 660 8133

Vice President

cramirez@alliant.com



Named Insured / Additional Named Insureds

Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.



Line of Coverage

Police Professional Liability Coverage

INSURANCE COMPANY:	Indian Harbor Insurance Company
A.M. BEST RATING:	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 6, 2018
STANDARD & POOR'S RATING:	AA- (Very Strong) as of November 19, 2018
STATE COVERED STATUS:	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2019 to July 1, 2020
Coverage Form:	Police Professional Liability Claims Made PGU PPL CM 2000 (04/2017)
Limits:	
Per Claim	\$ 3,000,000
Aggregate	\$ 3,000,000
Retro Active Date:	Carrier will Honor Current Retro Active Date
Defense Inside/Outside the Limits:	Outside the Limits
Who has the Duty to Defend:	Insurer
Retention:	\$ 15,000 Each Occurrence
Endorsement & Exclusions: (including but not limited to)	<ul style="list-style-type: none"> • Import Information to Policyholders - California • Notice to Policyholder - California Surplus Lines Notice • Moonlighting Exclusion • Prior and Pending Litigation Exclusion • Minimum Earned Premium • Service of Process • Notice to Policyholders - Fraud Notice • Notice to Policyholders - Privacy Policy • Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")



Police Professional Liability Coverage - Continued

Total Cost Excluding TRIA	\$ 37,305.00 Premium \$ 245.00 Carrier Fee \$ 1,126.50 CA Surplus Lines Tax (3%) \$ 75.10 CA Stamping Fee (0.2%) \$ 38,751.60 Total Cost
Total Cost Including TRIA:	Not Applicable
Minimum Earned Premium:	Greater of \$1,500 or 25% of Annual Premium.
Quote Valid Until:	July 1, 2019
Conditions:	<ul style="list-style-type: none"> • Backdating Of Coverage Is Not Allowed. • We Will Not Cancel Flat After Inception Date. • Engineering Fee Is Non-Refundable. • Limits, Retentions, Terms And Conditions Quoted Do Not Necessarily Match Those Requested. • This Proposal Contains A Brief Outline Of Coverages To Be Included In Any Policy That May Be Issued In The Future. • This Is Only A Summary And The Terms And Conditions Of Any Policy Will Take Precedence Over Any Proposal. • Premium Payment Is Due Within Twenty (20) Days From Effective Date Unless Otherwise Stipulated.
Policy Auditable:	Not Auditable
Binding Conditions:	<ul style="list-style-type: none"> • A Written Request To Bind Coverage • All Surplus Lines Taxes/Fees Are Fully Earned • Completed And Signed PGU Supplemental Application • Information Regarding The False Arrest Claim From 2016 Loss Runs

See Disclaimer Page for Important Notices and Acknowledgement



Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.



Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.



Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Police Professional Liability	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ Signature of Authorized Insurance Representative	_____ Date
_____ Title	
_____ Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

Questions/Comments:

- Please provide complete policy forms including all endorsements for both – Were included on original quote transmittal, but re-attached for your convenience
- GL – you stated that there is GL? I am sure that the form will include information there but you cannot tell by review of the quote. Our underwriter has affirmatively instructed us, in writing, to please refer to the definitions of Law Enforcement Occurrence, Premises, and Property Damage on pages 8 and 9 of the police policy.
- What about AL? If they are willing to pick up GL, are they willing to include the AL? – Our underwriter's facility cannot contemplate the AL. This may be best offered through Progressive or another competitive commercial Auto market.
- Is the police professional occurrence based? Very good! Current policy is written on CM for the PL, is carrier willing to include a nose for the conversion? Do they have a CM form option? – Correct, Occurrence based coverage. We've got a note into the underwriter to see if nose coverage can be offered, or if they can offer a CM form instead.
- Is UW aware of the retro dates for the PO/EPLI quote? It is 7/1/14. – We've provided this information and it should be amended upon binding.
- I need excess limits for both – preferably on one form up to \$5M and up to \$10M. – To Follow



South Bay Regional Public Communications Authority

2019 – 2020

Public Officials & Employment Practices Liability Insurance Proposal

Presented on June 10, 2019 by:

Courtney Ramirez, CIC, CISR
Vice President

Alliant Insurance Services, Inc.
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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.



Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez, CIC, CISR

Vice President

cramirez@alliant.com

Phone: 949 660 8133



Named Insured / Additional Named Insureds

Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.



Line of Coverage

Public Officials & Employment Practices Liability Coverage

INSURANCE COMPANY:	Indian Harbor Insurance Company
A.M. BEST RATING:	A+ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 6, 2018
STANDARD & POOR'S RATING:	AA- (Very Strong) as of November 19, 2018
CALIFORNIA STATUS:	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2019 to July 1, 2020
Coverage Form:	Public Officials & Employment Practices Liability – PGU POL 2001 0417 – Claims Made
Limits:	
Public Officials Management	\$ 3,000,000
Employment Practices Liability	\$ 3,000,000
Policy Aggregate	\$ 3,000,000
Non-Monetary Coverage - Defense Only	\$ 50,000
Non-Monetary Coverage - Defense Only Aggregate	\$ 100,000
Crisis Management	\$ 25,000
Retro Active Date:	Carrier will Honor Retro Date as Expiring
Defense Inside/Outside the Limits:	Outside the Limits
Who has the Duty to Defend:	Insurer
Deductible:	
Public Officials Management	\$ 35,000
Employment Practices Liability	\$ 35,000
Non-Monetary Coverage - Defense Only	\$ 35,000
Crisis Management	\$ 5,000



Professional Liability Coverage – Continued

Endorsement & Exclusions:

(including but not limited to)

- Import Information to Policyholders - California
- Notice to Policyholder - California Surplus Lines Notice
- Public Officials and Employment Practices Liability Insurance Policy
- Minimum Earned Premium Upon Cancellation
- Service of Process
- Notice to Policyholders - Fraud Notice
- Notice to Policyholders - Privacy Policy
- Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

Features/Enhancements:

- Punitive Damages (Subject to Law)
- Personal Injury
- Third Party Wrongful Acts
- Back Pay / Front Pay
- Loss of Earnings

Total Cost Excluding TRIA:

\$	21,426.00	Premium
\$	245.00	Carrier Policy
\$	650.13	CA Surplus Lines Tax (3%)
\$	43.34	CA Stamping Fee (0.2%)
\$	22,364.47	Total Cost

Total Cost Including TRIA:

Not Applicable

Policy Auditable:

Not Auditable

Minimum Earned Premium:

Greater of \$1,500 or 25% of annual premium

Extended Reporting Period:

- One (1) Year – 70% of the Premium
- Two (2) Year – 100% of the Premium
- Three (3) Year – 150% of the Premium

Quote Valid Until:

July 1, 2019



Professional Liability Coverage – Continued

Conditions:

- Backdating Of Coverage Is Not Allowed.
- We Will Not Cancel Flat After Inception Date.
- Engineering Fee Is Non-Refundable.
- Limits, Retentions, Terms And Conditions Quoted Do Not Necessarily Match Those Requested.
- This Proposal Contains A Brief Outline Of Coverages To Be Included In Any Policy That May Be Issued In The Future.
- This Is Only A Summary And The Terms And Conditions Of Any Policy Will Take Precedence Over Any Proposal.
- Premium Payment Is Due Within Twenty (20) Days From Effective Date Unless Otherwise Stipulated.

Binding Conditions:

- A Written Request To Bind Coverage
- All Surplus Lines Taxes/Fees Are Fully Earned
- Signed PGU New Business Application
- Verification Of Retroactive Dates On The Current Policy

See Disclaimer Page for Important Notices and Acknowledgement



Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.



Other Disclosures / Disclaimers - Continued

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.



Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.



Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Public Officials & Employment Practices Liability	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ Signature of Authorized Insurance Representative	_____ Date
_____ Title	
_____ Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*



South Bay Regional Public Communications Authority

2019 – 2020

Excess Liability Insurance Proposal

Presented on May 16, 2019 by:

Courtney Ramirez, CIC, CISR
Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com



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Alliant Advantage

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5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez, CIC, CISR

Vice President

cramirez@alliant.com

Phone: 949 660 8133



Named Insured / Additional Named Insureds

Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

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NAMED INSURED DISCLOSURE

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Line of Coverage

Excess Liability Coverage

INSURANCE COMPANY:
A.M. BEST RATING:
STANDARD & POOR'S RATING:
CALIFORNIA STATUS:
POLICY/COVERAGE TERM:
Coverage Form:
Limits:

Each Occurrence
General Aggregate

Defense Inside/Outside the Limit:
Who has the Duty to Defend:
Underlying Coverages & Limits:

Police Professional including General
Liability

Public Officials Liability and Employment
Practices

Self-Insured Retention:
Endorsement & Exclusions:
(including but not limited to)

Allied World Assurance Company (U.S.) Inc.
A (Excellent), Financial Size Category: XV
(\$2 Billion or greater) as of February 15, 2019
A- (Strong) as of July 7, 2017
Admitted
July 1, 2019 To July 1, 2020

Follow Form Excess Liability Insurance Policy

\$ 7,000,000
\$ 7,000,000

Outside the Limit

Insured

\$ 3,000,000 Specific Limit
\$ 3,000,000 Annual Aggregate Limit
\$ 25,000 Deductible
Coverage Trigger: Occurrence

\$ 3,000,000 Specific Limit
\$ 3,000,000 Annual Aggregate Limit
\$ 25,000 Deductible
Coverage Trigger: Occurrence

Not Applicable

- Terrorism Disclosure Statement
- Schedule of Underlying Insurance
- CA Amendatory Endorsement
- Follow Form Other Aggregate Limit Endorsement
- Excess—Auto Exclusion
- Exclusion—US Treasury Department OFAC
Advisory Notice to Policyholders
- Exclusion—ERISA
- Access to or Disclosure of Confidential or Personal
Information



Excess Liability Coverage - Continued

Total Cost Excluding TRIA:	\$ 59,077.00	Policy Premium
Total Cost Including TRIA:	\$ 59,077.00	Policy Premium
	\$ 739.00	TRIA Premium
	\$ 59,816.00	Total Cost
Minimum Earned Premium:	100%	
Policy Auditable:	Not Auditable	
Quote Valid Until:	July 1, 2019	
Binding Conditions:	<ul style="list-style-type: none"> • Written request to bind coverage • Signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form. • Provide the name, phone number and email address of the policyholder Claims / Risk Manager. • Receipt of the underlying binder(s) prior to issuance of our binder. • No flat cancellation 	

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Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

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A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

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- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

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By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
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The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Excess Liability	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ Signature of Authorized Insurance Representative	_____ Date
_____ Title	
_____ Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*



South Bay Regional Public Communications Authority

2019 – 2020

Workers Compensation Insurance Proposal

Presented on June 10, 2019 by:

Courtney Ramirez, CIC, CISR
Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com



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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.



Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez, CIC, CISR

Vice President

cramirez@alliant.com

Phone: 949 660 8133

Patty Kopec

Vice President / Staff Manager

pkopek@alliant.com

Phone: 949 660 8120

Korie DeBartolo, CISR

Staff Manager

KDeBartolo@alliant.com

Phone: 949 660 8144



Named Insured / Additional Named Insureds

Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.



Line of Coverage

Workers Compensation Coverage

INSURANCE COMPANY:	Cypress Insurance Company (Berkshire Hathaway)
A.M. BEST RATING:	A++ (Superior), Financial Size Category: XV (\$2 Billion or greater) as of December 11, 2018
STANDARD & POOR'S RATING:	AA+ (Very Strong) as of February 4, 2010
CALIFORNIA STATUS:	Admitted
POLICY/COVERAGE TERM:	July 11, 2019 to July 11, 2020
Coverage:	
Workers Compensation	Statutory
Employers Liability Limit:	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000
Excluded Officer(s):	Ralph Mailloux

Class Code	Description	Payroll	Base Rate	Premium
STATE: California				
8370	Automobile or Truck Radio, Alarm or	IF ANY	5.20	\$0.00
8390	Auto Van Conversion	\$600,000	8.03	\$48,180.00
8810	Clerical Office Employees N.O.C.	\$7,400,000	0.50	\$37,000.00
Total Estimated Payroll:		\$8,000,000		
Experience Modification 1.380:				\$32,368.00
Risk Adjustment:				\$2,983.00
Total Estate Standard Premium:				\$120,531.00
Premium Discount 2.880%:				-\$3,471.00
Total Estate Standard Premium:				\$117,060.00
Minimum Premium:				\$2,509.00



Workers Compensation Coverage - Continued

Description	Premium
Total Estimated Premium:	\$117,060.00
Expense Constant:	\$100.00
Total Estimated Annual Premium:	\$117,160.00
CA Workers Compensation Administration Revolving Fund 1.4479%	\$1,696.00
CA Workers Compensation Fraud Account Assessment 0.2878%	\$337.00
CIGA Surcharge 0.0000%	\$0.00
CA Subsequent Injuries Benefits Trust Fund Assessment 0.2737%	\$321.00
CA Uninsured Employers Benefits Trust Fund Assessment 0.0831%	\$97.00
CA Occupational Safety and Health Fund Assessment 0.3765%	\$441.00
CA Labor Enforcement and Compliance Fund 0.3431%	\$402.00
Total Estimated Cost:	\$120,454.00

Cancellation Notification - Short Rate Table: (California Only)

Please refer to the Short Rate Table

Quote Valid Until:

July 11, 2019

Conditions:

- Payment Terms: 15% down payment (including taxes and fees) of \$20,868.00 and 9 Monthly installment(s) of \$11,065.11
- USL&H coverage is not included
- Coverage for volunteers is not included
- Independent Contractors and Subcontractors:
In the event that an insured utilizes subcontracted labor, the insured must furnish satisfactory evidence that the subcontractor has workers compensation insurance in force, covering the work performed for the insured. The following documents may be used to provide satisfactory evidence:
 - Certificate of insurance for the subcontractor's workers compensation policy
 - Certificate of exemption (if available in their state - not available in CA)
 - Copy of the subcontractor's workers compensation policy



Workers Compensation Coverage - Continued

Conditions – Continued:

In the event any form of this documentation is not available for review or deemed otherwise insufficient, amounts paid to these subcontractors or independent contractors will be included as payroll and utilized in the calculation of final audit premium

Policy Auditable:

Yes – Annual at Expiration

Binding Conditions:

- A written request to bind coverage
- Subject to receipt of a signed Acord application
- Subject to receipt and review of the following prior to binding:
 - 2019 ex mod worksheet
 - Currently valued loss runs
- Signed and properly completed Waiver of Coverage form

It is imperative that Alliant and/or the carrier be notified IMMEDIATELY when a policyholder hires employees and/or begins operations in any state not listed in PART 3. A on the INFORMATION PAGE of the policy. Failure to obtain a workers' compensation policy in some states may result in substantial fines levied on the policyholder dating back to the original date of hire. Coverage for other states under PART 3. C. (OTHER STATES INSURANCE) of the workers' compensation policy may not fulfill the coverage verification requirement imposed by some states.

See Disclaimer Page for Important Notices and Acknowledgement



Short Rate Table – California Only

Exhibit #

Please be advised that in the event of cancelation of your policy, the final premium will be based on the time this policy was in force:

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel for reasons other than for non-payment of premium, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, or if we cancel due to non-payment of premium, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table shown below and procedure. Final premium will not be less than the minimum premium.

Extended Number of Days		Percent of Full Policy Premium	Extended Number of Days		Percent of Full Policy Premium	Extended Number of Days		Percent of Full Policy Premium	Extended Number of Days		Percent of Full Policy Premium
1		5%	66-69		29%	154-156		53%	256-260		77%
2		6%	70-73		30%	157-160		54%	261-264		78%
3-4		7%	74-76		31%	161-164		55%	265-269		79%
5-6		8%	77-80		32%	165-167		56%	270-273	9mo	80%
7-8		9%	81-83		33%	168-171		57%	274-278		81%
9-10		10%	84-87		34%	172-175		58%	279-282		82%
11-12		11%	88-91	3mo	35%	176-178		59%	283-287		83%
13-14		12%	92-94		36%	179-182	6mo	60%	288-291		84%
15-16		13%	95-98		37%	183-187		61%	292-296		85%
17-18		14%	99-102		38%	188-191		62%	297-301		86%
19-20		15%	103-105		39%	192-196		63%	302-305	10mo	87%
21-22		16%	106-109		40%	197-200		64%	306-310		88%
23-25		17%	110-113		41%	201-205		65%	311-314		89%
26-29		18%	114-116		42%	206-209		66%	315-319		90%
30-32	1mo	19%	117-120		43%	210-214	7mo	67%	320-323		91%
33-36		20%	121-124	4mo	44%	215-218		68%	324-328		92%
37-40		21%	125-127		45%	219-223		69%	329-332		93%
41-43		22%	128-131		46%	224-228		70%	333-337	11mo	94%
44-47		23%	132-135		47%	229-232		71%	338-342		95%
48-51		24%	136-138		48%	233-237		72%	343-346		96%
52-54		25%	139-142		49%	238-241		73%	347-351		97%
55-58		26%	143-146		50%	242-246	8mo	74%	352-355		98%
59-62	2mo	27%	147-149		51%	247-250		75%	356-360		99%
63-65		28%	150-153	5mo	52%	251-255		76%	361-365	12mo	100%



Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.



Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.



Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Workers Compensation	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ Signature of Authorized Insurance Representative	_____ Date
_____ Title	
_____ Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*



South Bay Regional Public Communications Authority

2019 – 2020

ALLIANT CRIME INSURANCE PROGRAM (ACIP) Government Crime Insurance Proposal

Presented by:

Tom E. Corbett, Senior Vice President

Mariana C. Salyer, CISR, CSAC EIA Program Specialist- Lead

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com

2019-2020 Alliant Crime Insurance Program Government Crime Insurance Proposal South Bay Regional Public Communications Authority

Named Insured / Additional Named Insureds

First Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

See attached Named Insured List

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

**Line of Coverage
Government Crime Coverage**

INSURANCE COMPANY:	National Union Fire Insurance Company of Pittsburgh, PA (AIG)
A.M. BEST RATING:	A (Excellent); Financial Size Category: XV (\$2 Billion or greater) as of May 23, 2018
STANDARD & POOR'S RATING:	A+, Strong Financial Security as of Publication Date May 11, 2018
STATE STATUS:	Admitted
PROGRAM POLICY/COVERAGE TERM:	July 1, 2019 – July 1, 2020
RETROACTIVE DATE:	Policy Inception
COVERAGE:	<p>Government Crime Policy on Discovery form including the following coverages:</p> <ul style="list-style-type: none"> • Employee Theft – Per Loss Coverage - including Faithful Performance of Duty • Forgery or Alteration - including Credit, Debit, or Charge Card Forgery • Inside the Premises – Theft of Money and Securities • Inside the Premises – Robbery & Safe Burglary of Other Property • Outside the Premises - Money, Securities and Other Property • Computer Fraud • Funds Transfer Fraud • Money Orders & Counterfeit Money
LIMIT(S):	\$1,000,000
DEDUCTIBLE(S):	\$2,500
ANNUAL PREMIUM(S):	\$1,500

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

Line of Coverage
Government Crime Coverage - Continued

MINIMUM EARNED PREMIUM:	None
POLICY AUDITABLE:	No
*DESIGNATED AGENTS AS ENDORSED: Please see Note section for additional information	None Reported
ENDORSEMENTS (including but not limited to):	<ul style="list-style-type: none"> • California Changes • Additional Named Insured – Identifies individual member limit and deductible • Add Faithful Performance of Duty Coverage for Government Employees – Employee Theft Per Loss Limit • Revision of Discovery and Prior Theft or Dishonesty \$25,000 Sub-Limit, Risk Management Department or other department designated to handle insurance matters for the named insured. • Cancellation of Policy Amended –120 Days • Bonded Employees Exclusion Deleted endorsement • Add Credit, Debit or Charge Card Forgery • Include Specified Non-Compensated Officers as Employees - ALL • Include Chairperson and Members of Specified Committees – ALL • Include Designated Persons or Classes of Persons as Employees – Any Directors or Trustees of any of those named as insured; Any board members of any of those named as insured, Any elected or appointed officials • Include Volunteer Workers as Employees • Include Treasurers or Tax Collectors as Employees • Include Expenses Incurred to Establish Amount of Covered Loss - \$75,000 Sub-limit • Employee Post Termination Coverage – 90 Days • Cancellation Amendatory (Return Pro-Rata) • Include Leased Workers as Employees Endorsement • Notice of Claim Reporting by Email • Economic Sanctions (excludes loss payments in violation of economic or trade sanctions)

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

ENDORSEMENTS (including but not limited to) Cont.:

- Omnibus Named Insured
- Vendor Theft - \$1,000,000 Limit excess of vendor insurance policy required by contract. If vendor policy is not valid or collectible, this Coverage not applicable if crime insurance is not required in a written agreement
- Conditions Amended – Subrogation of Faithful Performance of Duty Claims – With respect to losses resulting from the failure of any employee to faithfully perform his or her duties as prescribed by law, the company may subrogate only due to actual fraud, corruption, actual malice, or where the employee or a person or entity was unjustly enriched as a result of the employees failure to faithfully perform his or her duties as prescribed by law.
- Third Party Coverage – Loss of or damage to 'Client Property' arising out of your indemnification of your 'Client' for any dishonest or fraudulent act(s) committed by your employee but only when and to the extent that you are liable for such indemnification pursuant to the terms of the policy. – Sublimit \$250,000 with a \$25,000 Deductible.
- Impersonation Fraud Endorsement –Sublimit \$250,000 with \$25,000 Retention – Does not apply to any losses prior to 07/01/2015
- Blanket Joint Loss Payable- Where legally permissible

EXCLUSIONS (Including but not limited to):

- Unauthorized disclosure of confidential information
- Governmental Action
- Indirect Loss
- Legal Fees and Expenses
- Nuclear Hazard
- Pollution
- War and Military Action
- Inventory Shortages
- Trading losses
- Accounting or Arithmetical Errors or Omissions
- Exchanges or Purchases
- Fire
- Money Operated Devices
- Motor Vehicles or Equipment and Accessories
- Transfer or Surrender or Property
- Vandalism
- Voluntary Parting of Title to Possession of Property

PROPOSAL VALID UNTIL:

June 30, 2019

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

CLAIMS REPORTING PROCEDURE:

AIG
Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225
Fax: 866-227-1750
Email: c-claim@aig.com

Please forward a copy of the loss to the following Alliant Claim Advocates:

Alliant Insurance Services, Inc.
Attn: Robert Frey, Senior Vice President
100 Pine Street, 11th Floor
San Francisco, CA 94111
Phone: 415-403-1400
Fax: 415-403-1466
E-Mail: rfrey@alliant.com

Alliant Insurance Services, Inc.
Attn: Elaine Tizon, Assistant Vice President
100 Pine Street, 11th Floor
San Francisco, CA 94111
Phone: 415-403-1400
Fax: 415-403-1458
E-Mail: etizon@alliant.com

SUBJECTIVITIES:

- Signed and currently dated "Request to Bind" page.
- Payment to Alliant is due within 25 Days of Binding
- Signed Application on file with Alliant

BROKER:

**ALLIANT INSURANCE SERVICES, INC.
Newport Beach, CA**

Tom E. Corbett, Senior Vice President
Mariana C. Salyer, CISR, CSAC EIA Program Specialist- Lead

***NOTE:**

Designated Agents- If your entity has a written agreement in place with any person, partnership or corporation to act as your Designated Agent and needs to be included for coverage, please contact Alliant to request approval.

See Disclaimer Page for Important Notices and Acknowledgement

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

2019-2020 Alliant Crime Insurance Program Government Crime Insurance Proposal South Bay Regional Public Communications Authority

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

Other Disclosures / Disclaimers - Continued

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

**2019-2020 Alliant Crime Insurance Program
Government Crime Insurance Proposal
South Bay Regional Public Communications Authority**

Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:	Annual Premium
ACIP Government Crime Program Policy Period: July 1, 2019- July 1, 2020	<input type="checkbox"/> \$1,000,000 Limit, \$2,500 Deductible	\$1,500

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insurance Representative

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*



**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

PROPERTY PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

PROGRAM: Special Property Insurance Program (SPIP)

NAMED INSURED: South Bay Regional Public Communications Authority

DECLARATION: 32-Districts 2

POLICY PERIOD: July 1, 2019 to July 1, 2020

COMPANIES: See Attached List of Companies

**TOTAL INSURED
VALUES:** \$ 9,350,967 as of June 04, 2019

**ALL RISK
COVERAGES &
LIMITS:**

\$	25,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
	Not Covered	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
	Not Covered	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
	Not Covered	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
\$	25,000,000	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.

**ALL RISK
COVERAGES &
LIMITS:
(continued)**

\$	25,000,000	Extra Expense.
\$	25,000,000	Miscellaneous Unnamed Locations for existing Named Insured's excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
	180 days	Extended Period of Indemnity
See Policy Provisions	\$25,000,000	Automatic Acquisition up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sub-limit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
\$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.
\$	25,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown.
\$	2,500,000	Money & Securities for named perils only as referenced within the policy.
\$	2,500,000	Unscheduled Fine Arts.
\$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.

ALL RISK COVERAGES & LIMITS: (continued)	\$	750,000	Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	\$	25,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).
	\$	25,000,000	Transit.
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.
	\$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Included	Per Occurrence for Off Premises Vehicle Physical Damage.
	\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.



**ALL RISK
COVERAGES &
LIMITS:
(continued)**

\$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to \$1,000,000 Per Occurrence – Per Policy Provisions.
\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
\$	1,000,000	Claims Preparation Expenses.
\$	25,000,000	Expediting Expenses.
\$	1,000,000	Personal Property Outside of the USA.
	Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
\$	500,000	Per Occurrence and Annual Aggregate per named insured for Communicable Disease subject to an APIP Program aggregate of \$10,000,000 for all declarations combined except Hospital declarations.
\$	100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
\$	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.

VALUATION:

- Repair or Replacement Cost
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment / either Replacement Cost or Actual Cash Value (ACV) as declared by each member. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS
(Including but not
limited to):**

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

**"ALL RISK"
DEDUCTIBLE:**

\$	10,000	Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.
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**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:**

Not Covered	Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).
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**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:
(continued)**

Not Covered All Flood Zones Per Occurrence excluding Flood Zones A & V.

Not Covered Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.

\$ 1,000 Per Occurrence for Specially Trained Animals.

\$ 500,000 Per Occurrence for Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.

\$ 10,000 Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.

\$ 50,000 Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits.

\$ 10,000 Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.

\$ 50,000 Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.

24 Hour Waiting Period for Service Interruption for All Perils and Coverages.

2.5% of Annual Tax Revenue Value per Location for Tax Interruption.

**DEDUCTIBLES FOR
SPECIFIC PERILS
AND COVERAGES:
(continued)**

\$	5,000	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
	RC	Contractor's Equipment/Vehicle Valuation Basis
	Not Covered	Per Occurrence for Contractor's Equipment.

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. However, the coverage costs are included in the APIP Total Cost noted below. Carriers providing these coverages are included in the Schedule of Carriers.

\$	25,000,000	Per Named Insured Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-34 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
\$	10,000	Per Occurrence Deductible for Primary Terrorism.
	Not Covered	Per Named Insured for Terrorism (Excess Layer) subject to;
	Not Covered	Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-34 for Terrorism (Excess Layer) subject to;
	Not Covered	Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-34, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
	Not Covered	Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).

**TERMS &
CONDITIONS:**

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned.

**NOTICE OF
CANCELLATION:**

90 Days except 10 Days for non-payment of premium



OPTION 1	
SELECTIONS:	\$ 25,000,000 A/R Limit \$ 10,000 A/R / Terrorism Ded. \$ 5,000 Veh. PD Ded. Included Veh. PD Option 1 Lmt. Replacement Cost Veh. Valuation \$ 25,000,000 B&M Limit Excluded B&M Inspections
Annual Cost*	
Total Property Premium:	\$ 9,274.00
Excess Boiler: (Not Covered)	\$ 0.00
Pro-Rated Cyber Liability:	\$ 0.00
Pro-Rated Pollution Liability:	\$ 0.00
ABS Fee:	\$ 232.00
SLT&F's (Estimate)	\$ 296.77
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$ 9,802.77
*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment. † TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)	

OPTION 2	
SELECTIONS:	\$ 100,000,000 A/R Limit \$ 10,000 A/R / Terrorism Ded. \$ 5,000 Veh. PD Ded. Included Veh. PD Option 1 Lmt. Replacement Cost Veh. Valuation \$ 100,000,000 B&M Limit Included B&M Inspections \$ 100,000,000 Primary Terr. Limit
Annual Cost*	
Total Property Premium:	\$ 12,686.00
Excess Boiler:	\$ 185.00
ABS Fee:	\$ 235.00
SLT&F's (Estimate)	\$ 411.87
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$ 13,517.87
*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment. † TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)	



OPTION 3	
SELECTIONS:	\$ 25,000,000 A/R Limit \$ 5,000 A/R / Terrorism Ded. \$ 5,000 Veh. PD Ded. Included Veh. PD Option 1 Lmt. Replacement Cost Veh. Valuation \$ 25,000,000 B&M Limit Excluded B&M Inspections
	Annual Cost*
Total Property Premium:	\$ 12,603.00
Excess Boiler: (Not Covered)	\$ 0.00
ABS Fee:	\$ 315.00
SLT&F's (Estimate)	\$ 403.30
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$13,321.30
*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment. † TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)	

OPTION 4	
SELECTIONS:	\$ 100,000,000 A/R Limit \$ 5,000 A/R Ded. \$ 10,000 Terrorism Ded. \$ 5,000 Veh. PD Ded. Included Veh. PD Option 1 Lmt. Replacement Cost Veh. Valuation \$ 100,000,000 B&M Limit Included B&M Inspections \$ 100,000,000 Primary Terr. Limit
	Annual Cost*
Total Property Premium:	\$ 15,876.00
Excess Boiler:	\$ 185.00
ABS Fee:	\$ 315.00
SLT&F's (Estimate)	\$ 513.95
Broker Fee:	\$ 0.00
TOTAL COST †: (Including Taxes and Fees)	\$ 16,889.95
*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment. † TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)	



PRINT DATE: June 4, 2019

QUOTE VALID UNTIL: July 1, 2019

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Courtney L. Ramirez
Vice President

Sheryl L. Fitzgerald
Account Manager - Lead

NOTES:

- *Change in Total Insurable Values will result in adjustment in premium*
- *Each line of coverage is rated separately therefore increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc may increase the member average account rate*
- *Some coverage, sub-limits, terms and conditions could change until negotiations with the insurance carriers have been finalized*
- *The terms and conditions could be subject to change if a large catastrophic event occurs that affects our markets between now and the proposed coverage inception date*
- *Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions*
- *The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.*



**ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)**

BOILER & MACHINERY PROPOSAL

PROGRAM:	Special Property Insurance Program (SPIP)		
NAMED INSURED:	South Bay Regional Public Communications Authority		
POLICY PERIOD:	July 1, 2019 to July 1, 2020		
COMPANIES:	See Attached List of Companies		
TOTAL INSURED VALUES:	\$ 9,350,967 as of June 4, 2019		
STATUS/RATING:	See Attached List of Companies		
COVERAGES & LIMITS:	\$	25,000,000	Coverage excludes jurisdictional and all other boiler inspections. Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
		Not Covered	Jurisdictional and Inspections.
	\$	10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
		Included	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage.
	\$	10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
	\$	2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Coverage.
	\$	10,000,000	Per Occurrence for Hazardous Substances / Pollutants / Decontamination.
		Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

**NEWLY ACQUIRED
LOCATIONS:**

\$ 25,000,000 Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than \$25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding

VALUATION:

Repair or Replacement except Actual Loss sustained for all Time Element coverages

EXCLUSIONS

(Including but not limited to):

- Testing
- Explosion, except for steam or centrifugal explosion
- Explosion of gas or unconsumed fuel from furnace of the boiler

OBJECTS EXCLUDED:

(Including but not limited to):

- Insulating or refractory material
- Buried Vessels or Piping

TERMS & CONDITIONS:

Some sub-limits, terms and conditions will change. Terms and Conditions are per expiring.

25% Minimum Earned Premium and cancellations subject to 10% penalty

NOTICE OF
CANCELLATION:

90 days except 10 days for non-payment of premium

DEDUCTIBLES:

\$ 10,000 Except as shown for Specific Objects or Perils.

\$ 10,000 Electronic Data Processing Media.

\$ 10,000 Consequential Damage.

\$ 10,000 Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.

\$ 50,000 Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.

\$ 100,000 Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.

\$ 250,000 Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.

\$ 350,000 Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.

\$ 10 per foot / \$2,500 Minimum Deep Water Wells.

24 Hour Waiting Period Utility Interruption.

24 Hours Business Interruption/Extra Expense Except as noted below.



30 Days

Business Interruption - Revenue Bond.

5 x 100% of Daily Value

Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.

5 x 100% of Daily Value

Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

OPTION 1	
SELECTIONS:	\$ 25,000,000 B&M Limit Excluded B&M Inspections \$ 10,000 B&M Deductible
	Annual Cost*
COST:	Cost is included on Property Proposal

OPTION 2	
SELECTIONS:	\$ 100,000,000 B&M Limit Included B&M Inspections \$ 10,000 B&M Deductible
	Annual Cost*
COST:	Cost is included on Property Proposal

OPTION 3	
SELECTIONS:	\$ 25,000,000 B&M Limit Excluded B&M Inspections \$ 5,000 B&M Deductible
	Annual Cost*
COST:	Cost is included on Property Proposal

OPTION 4	
SELECTIONS:	\$ 100,000,000 B&M Limit Included B&M Inspections \$ 5,000 B&M Deductible
	Annual Cost*
COST:	Cost is included on Property Proposal

PRINT DATE: June 4, 2019

PROPOSAL VALID UNTIL: July 1, 2019

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Courtney L. Ramirez
Vice President

Sheryl L. Fitzgerald
Account Manager - Lead

NOTES:

- *Change in Total Insurable Values will result in adjustment in premium*
- *Some coverage, sublimits, terms and conditions could change until negotiations with the insurance carriers have been finalized*
- *Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions*

A black and white photograph of a modern glass skyscraper. The building's facade is composed of large glass panels reflecting the sky and surrounding environment. A person is visible walking on a high-rise balcony or walkway. The image is partially obscured by a dark, geometric shape in the upper left corner.

South Bay Regional Communications Authority

2019 – 2020

Alliant Deadly Weapon Response Program (ADWRP) Proposal

Presented on April 26, 2019



ALLIANT DEADLY WEAPON RESPONSE PROGRAM (ADWRP) PROPOSAL

INSURED	South Bay Regional Communications Authority
INSURANCE COMPANY:	Underwriters at Lloyd's of London
A.M. BEST RATING:	A (Excellent) XV; Greater than \$2,000,000,000
STANDARD AND POOR'S RATING:	A+, Strong Financial Security
STATE LICENSE STATUS:	Non-Admitted
POLICY TERM:	July 1, 2019 – July 1, 2020
COVERAGE FORM:	Claims Made & Reported
COVERAGE TYPE:	Third Party Liability, Property Damage, Business Interruption & Crisis Management for events occurring at a location appearing on your Schedule of Values on file with Alliant Insurance Services, Inc.
LIMITS:	
Per Claim	\$ 500,000
Annual Aggregate	\$ 500,000
DEDUCTIBLE:	\$10,000 Each Event including Claims Expenses
RETROACTIVE DATE:	Policy Inception
SUB-LIMITS:	<p>(Each Sublimit is part of the Overall Limit of Liability and not in addition to it)</p> <ul style="list-style-type: none"> \$ 250,000 Crisis Management Services \$ 250,000 Counseling Services \$ 250,000 Funeral Expenses \$ 250,000 1st Party Property Damage \$ 250,000 Business Interruption \$ 250,000 Demo/Clearance/ Memorialization


ENDORSEMENTS:

(Including But Not Limited To)

EXCLUSIONS:

(Including But Not Limited To)

- Deadly Weapon & Security Vulnerability
 - Deadly Weapon Safety Action Plan Seminar
 - Crisis Management Services
 - Property Damage Extension
 - Counselling Services Sub-Limit
 - Funeral Expenses Sub-Limit
 - Reinsurers Liability Clause
 - Sanction Limitation & Exclusion Clause
 - Notice of Terrorism Insurance Coverage
 - Business Interruption
-
- Loss of market, loss of use or any other consequential loss at property physically lost or damaged
 - Confiscation, nationalization, requisition or destruction of or damage to property by government, public or local authority
 - Criminal, dishonest, fraudulent or malicious conduct by Named Insured
 - Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers, in the discharge of their duties solely in their capacity as Directors or Officers of the Named Insured
 - Euthanasia
 - Any explosive devices that may have been set-up prior to or after an Active Shooter Event
 - Any vehicle not defined as a road vehicle
 - Any weapon mounted (or designed to be mounted) on a vehicle
 - Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone
 - Injury or death to any employees of any third party whom the Named insured has contracted for services.
 - Workers Compensation
 - Employment Practices



EXCLUSIONS - CONTINUED:

(Including But Not Limited To)

- Attacks by electronic means
- Ionizing radiations or contamination by radioactivity from nuclear waste or fuel
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, assembly or component
- Any weapon or device employing atomic or nuclear fission, fusion or other like reaction or force or matter
- Radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- Chemical, biological, bio-chemical or electromagnetic weapon
- Mental injury or mental anguish related claim where no Bodily Injury occurred to claimant (Except as included by endorsement for counselling services)
- Loss, injury or damage caused by or resulting from Named Insured's recklessness or deliberate misconduct
- Mercy Killing(s)
- Cross Suits
- Nuclear reaction, radiation or contamination, however caused
- Any Pollutant or Contaminant however introduced or arisen
- Property Damage in care, custody or control of Named Insured or person under contract
- Punitive or exemplary damages, sanctions or additional damages
- Strikes, labor unrest, riots or civil commotion
- Suicide
- War, insurrection, civil commotion



**ADDITIONAL EXCLUSIONS RELATING TO
PROPERTY & BUSINESS INTERRUPTION:**

(Including But Not Limited To)

- Land or land values
- Aircraft, watercraft or any vehicle licensed for highway use
- Animals
- Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of Insured Property), jewelry, furs, fine arts and antiques
- Electronic data
- Any property in Transit
- Increase in loss caused by suspension, lapse, cancellation of any lease, license, contract or order, unless loss results directly from the insured Interruption of Business
- Fines, penalties or damages incurred by or imposed upon the Named Insured at order of any Government Agency, Court or other Authority
- The Named Insured and any Insured Person must, at all times, restrict knowledge of the existence of this policy to all persons whose knowledge of the policy is necessary. This policy shall become void and all Claims hereunder shall be forfeited if at any time, whether before or after expiry, the existence of this policy is disclosed to a third party, other than to the Named Insured's own professional, financial and legal advisers (on a confidential basis), without the Underwriters' prior written agreement.

POLICY VOIDANCE CONDITION

**ANNUAL PREMIUM:**

\$ 5,000.00	Premium
\$ 150.00	Surplus Lines Taxes
\$ <u>10.00</u>	Surplus Lines Fees
\$ 5,160.00	Total Cost

DEFENSE INSIDE/OUTSIDE THE LIMITS:

Inside

MINIMUM EARNED PREMIUM:

25% Minimum Earned Premium

PROPOSAL VALID UNTIL:

30 Days From Date Issued

BINDING CONDITIONS:

- Completed and Signed Request to Bind Coverage Form (See last page)
- Completed and Signed Surplus Lines Document(s) (Attached, if applicable)
- Complete Schedule of Values on file that we may share with the carrier.

See Disclosures / Disclaimers Pages for Important Notices and Acknowledgement



Disclosures / Disclaimers

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



Other Disclosures / Disclaimers - Continued

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.



Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.
- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.



Other Disclosures / Disclaimers - Continued

Commercial Property Coverage

***Property Co-insurance:** Most property insurance policies contain a co-insurance clause. In exchange for a reduced rate, the insured agrees to carry at least the stated percentage of insurance to the total insurable value of the property. If, at the time of loss, the amount of insurance carried is less than this percentage, the loss payment will be reduced proportionately.

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information. Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence



Request to Bind Coverage

South Bay Regional Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.
We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
DEADLY WEAPON RESPONSE PROGRAM	
Per Claim \$500,000 Annual Aggregate \$500,000	<input type="checkbox"/> \$5,160.00

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insurance Representative	Date
Title	
Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*



South Bay Regional Public Communications Authority

2019 – 2020

Difference in Conditions Insurance Proposal

Presented on May 14, 2019 by:

Courtney Ramirez, CIC, CISR
Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com



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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.



Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez, CIC, CISR

Vice President

cramirez@alliant.com

Phone: 949 660 8133



Named Insured / Additional Named Insureds

Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.



Line of Coverage

Difference in Conditions Coverage

INSURANCE COMPANY:
A.M. BEST RATING:
STANDARD & POOR'S RATING:
CALIFORNIA STATUS:
POLICY/COVERAGE TERM:

Landmark American Insurance Company
 A+ (Superior), Financial Size Category: XIV
 (\$1.5 Billion to \$2 Billion) as of November 2, 2018
 A+ (Strong) as of April 18, 2018
 Non-Admitted
 July 1, 2019 To July 1, 2020

Coverage Form:

ISO Forms – Current to 2012 versions & RSUI
 Forms

Coverages:

- Building
- Personal Property
- Machinery & Equipment
- Business Income with Extra Expense other than "Rental Value"

Perils:

Earthquake Excluding Earth Movement Sprinkler
 Leakage

Total Insured Value:

\$ 15,303,366 per Statement of Values on file with
 Company

Valuation:

Replacement Cost, BI Actual Loss

Limits:

\$ 5,000,000 per occurrence and annual
 aggregate Earthquake, subject to
 conditions of the Scheduled Limit of
 Liability form

Deductible:

Earthquake
 5.00%* subject to a minimum of
 \$ 25,000 per occurrence (Property Damage &
 Time Element)

** If the Deductible is expressed as a percentage
 (unless otherwise stated), the Deductible is
 calculated separately for and applies separately to*



Difference In Conditions Coverage - Continued

Deductible – Continued:

each building that sustains loss or damage, the personal property at each building at which there is loss or damage to personal property, Personal property in the open, Business Income and Extra Expense. If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

Endorsement & Exclusions:

(including but not limited to)

- Asbestos Exclusion
- Cyber, Electronic Data and Systems Exclusion
- Exclusion - Marijuana
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material
- Scheduled Limit Of Liability

Total Cost Excluding TRIA:

\$ 25,000.00	Policy Premium
\$ 750.00	CA Surplus Lines Tax (3%)
\$ 50.00	CA Stamping Fee (0.2%)
\$ 25,800.00	Total Cost

Total Cost Including TRIA:

\$ 25,000.00	Policy Premium
\$ 25,000.00	TRIA Premium
\$ 1,500.00	CA Surplus Lines Tax (3%)
\$ 100.00	CA Stamping Fee (0.2%)
\$ 51,600.00	Total Cost

Minimum Earned Premium:

25%

Quote Valid Until:

July 1, 2019

Policy Auditable:

Per Policy

Binding Conditions:

- A written request to bind coverage
- All Surplus Lines Taxes / Fess are Fully Earned
- Choose whether or not to pay the TRIA premium
- Signed D1

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Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



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Other Disclosures / Disclaimers - Continued

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- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
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- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

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Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Difference In Conditions	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ Signature of Authorized Insurance Representative	_____ Date
_____ Title	
_____ Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*



South Bay Regional Public Communications Authority

2019 – 2020

Cyber Liability Insurance Proposal

Presented on June 10, 2019 by:

Courtney Ramirez, CIC, CISR
Vice President

Alliant Insurance Services, Inc.
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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.



Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	



Your Service Team

Courtney Ramirez, CIC, CISR

Vice President

cramirez@alliant.com

Phone: 949 660 8133



Named Insured / Additional Named Insureds

Named Insured(s)

South Bay Regional Public Communications Authority

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.



Line of Coverage

Cyber Liability Coverage

INSURANCE COMPANY:
A.M. BEST RATING:
STANDARD & POOR'S RATING:
CALIFORNIA STATUS:
POLICY/COVERAGE TERM:

Tarian Consortium 9633 at Lloyd's of London – 100%

A (Excellent), Financial Size Category: XV

(\$2 Billion or greater) as of July 12, 2018

A+ (Strong) as of April 23, 2017

Non-Admitted

July 1, 2019 – July 1, 2020

Coverage Form:

RKH Cyber Liability 2019 – Claims Made & Reported

Limits:

\$ 1,000,000 Policy Aggregate Limit Including
Claims Expenses

Not Applicable Technology Professional Services
Liability

\$ 1,000,000 Multi Media Liability

\$ 1,000,000 Third Party Security & Privacy Liability

\$ 1,000,000 Privacy Regulatory Actions

\$ 1,000,000 Privacy Breach Response, Customer
Notification & Crisis Management

\$ 1,000,000 Data Recovery & Business Income
Loss

\$ 1,000,000 Cyber Extortion

Aggregate applies to all coverage's incl claims expenses
Retroactive Date:

Full Prior Acts

Defense Inside/Outside the Limits:

Inside the Limits

Who has the Duty to Defend:

Insurer

Retention:

Not Applicable Technology Professional Services
Liability

\$ 5,000 Multi Media Liability

\$ 5,000 Third Party Security & Privacy Liability

\$ 5,000 Privacy Regulatory Actions

\$ 5,000 Privacy Breach Response, Customer
Notification & Crisis Management

\$ 5,000 Data Recovery & Business Income
/12 Hours Loss

\$ 5,000 Cyber Extortion

Each and every claim including claims expenses



Cyber Liability Coverage - Continued

Endorsement & Exclusions:

(including but not limited to)

- Premium Payment Warranty - 45 Days
- Several Liability Notice (Insurance)
- Payment Card Industry Fines Or Penalties Endorsement – *Full Limit*
- Telecommunications Phreaking Endorsement
 - \$250,000 xs \$25,000
- Social Engineering Endorsement - *subject to satisfactory completed Social Engineering Fraud Event Questionnaire*
 - \$250,000 xs \$25,000
- Unencrypted Portable Media Device Exclusion - *can be removed subject to confirmation that all portable media devices that hold sensitive information are encrypted or confirmation that there is a policy in place that declares no sensitive information is to be held on any portable media devices*
- Policyholder Disclosure Notice of Terrorism Insurance Coverage (*If Terrorism cover is taken up we will apply*)
- TRIA Not Purchased Clause (*If Terrorism cover is not taken up we will apply*)
- Bricking Endorsement - *Full Policy Limit*
- Reputation Harm Endorsement - *Full Policy Limit*
- Excluding Professional Services Endorsement

Total Cost Including TRIA:

\$ 11,000.00	Policy Premium
\$ 330.00	CA Surplus Lines Tax (3%)
\$ 22.00	CA Stamping Fee (0.2%)
\$ 11,352.00	Total Cost

Optional Coverages:

\$3,000,000 Policy Limit Option

\$ 18,500.00	Premium
\$ 555.00	CA Surplus Lines Tax (3%)
\$ 37.00	CA Stamping Fee (0.2%)
\$ 19,092.00	Total Cost

\$5,000,000 Policy Limit Option

\$ 23,750.00	Premium
\$ 712.50	CA Surplus Lines Tax (3%)
\$ 47.50	CA Stamping Fee (0.2%)
\$ 24,510.00	Total Cost



Cyber Liability Coverage - Continued

Total Cost Excluding TRIA:	Not Applicable
Minimum Earned Premium:	Not Applicable
Extended Reporting Period:	12 months @ 100% of the annual policy premium
Territorial Limits:	Worldwide
Choice of Law & Jurisdiction:	New York
Policy Auditable:	Not Auditable
Quote Valid Until:	July 1, 2019
Binding Conditions:	<ul style="list-style-type: none"> • A written request to bind coverage • Signed TRIA Form • Satisfactory application form to be completed and signed within 30 days of inception. • Satisfactory completed Social Engineering Fraud Event Questionnaire as attached • Confirmation of number of employees • List of vendors including managed security services, data processor, payment processor (if applicable), internet service provider, cloud provider and key software • Confirmation of number of PII records stored or processed on the systems of the insured (based on less than \$2,000,000)

See Disclaimer Page for Important Notices and Acknowledgement



Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

NRRA:

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.



Other Disclosures / Disclaimers - Continued

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.



Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Medical Malpractice Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>



Request to Bind Coverage

South Bay Regional Public Communications Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Cyber Liability - \$1,000,000 Limits	<input type="checkbox"/>
Option: \$3,000,000 Limits	<input type="checkbox"/>
Option: \$5,000,000 Limits	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

_____ Signature of Authorized Insurance Representative	_____ Date
_____ Title	
_____ Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.* In order to bind, the carrier would need the attached existing application form to be signed with a date that is 30 days prior to inception or less. i.e. if the inception date is chosen as 1st July 2019 then it must be signed 2nd June 2019 or after then.

The quote is valid for 30 days. Please contact carrier to revalidate the quote 30 days before the required inception date and they will re-validate the quote.

E - 4



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM: E-4

TO: Executive Committee and User Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: RAPID DEPLOY MAPPING SYSTEM

ATTACHMENTS: None

The Executive Committee and User Committee will be provided a presentation on the Rapid Deploy System that is aimed to enhance the Authority's call taking and dispatch capabilities and reduce call processing times.

F - 1

**MINUTES OF A SPECIAL MEETING OF
THE USER COMMITTEE**

APRIL 23, 2019

1. CALL TO ORDER

The User Committee convened in a special session at 2:35PM on Tuesday, April 23, 2019, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

2. ROLL CALL

Present: Chief Thomas Kang, Gardena Police
Chief Daryn Drum, Manhattan Beach Fire
Chief Michael Ishii, Hawthorne Police

Absent: Chief Derrick Abell, Manhattan Beach Police

Also Present: Executive Director Erick B. Lee
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Battalion Chief Roger Braum, Culver City Fire
Chief Chris Donovan, El Segundo Fire
Chief Bill Whalen, El Segundo Police
Acting Chief Milton McKinnon, Hermosa Beach Police
Assistant Chief Ken Powell, Culver City Fire
Lt. Leon Lopez, Culver City Police

3. POSTING OF THE AGENDA

Executive Director Lee confirmed posting of the agenda per the Brown Act requirements.

4. PUBLIC COMMENT

None.

5. REPORTS

5a. Data Collection for Potential FirstNet Discounts

Administrative Services Manager Krok reported and advised the User Committee of potential discounts that may be available to cities serviced by the Authority and requested all police and fire departments to send potential device county information within the next week. Executive Director Lee advised on interest in pursuing discounts with FirstNet.

5b. End of Life of ES Chat System

Administrative Services Manager Krok reported system is underutilized and will not be migrated to digital radio when transition to INSB.

6. GENERAL BUSINESS

6a. Citizen Pursuits

Operations Manager Kauffman reported receiving inconsistent direction from various Watch Commanders about whether the Authority should be advising citizens' involvement in pursuits of suspects. She recommended User Committee to develop consistent policy. The committee discussed and directed staff to work with the Authority's General Counsel to develop a recommended policy for consideration by User Committee at a future meeting.

6b. INSB Project Update

Executive Director Lee provided an update on the INSB project. Acceptance testing has been completed and staff continues to look toward migrating fire departments in late May or early June with police to follow 30-60 days afterwards.

6c. INSB Channel Line-up and Radio Recordings

Administrative Services Manager Krok provided the committee the list of finalized channel line-ups and requested each agency conduct final review to ensure accuracy. He reported the Authority has the ability to record all the talk groups. The committee discussed the issues associated with recording all channels and end user training that will be necessary with the upcoming migration to the INSB network.

6d. INSB System Encryption Functionality

The committee discussed the upcoming transition to the INSB network and the enhanced functionalities that will be available with this new technology. The committee also discussed the value of utilizing encrypted talk groups and determined outreach to specific communities will be handled on a city-by-city basis. The committee also reviewed Assembly Bill 1555 that was introduced to the state legislature and the impact this legislation may have on public safety radio communications.

6e. Discussion on Authority's Vision, Mission, and Values

Executive Director Lee advised the committee the Authority is embarking on a project to develop new vision, mission, and value statements and requested the committee to provide inputs into this process. Members of the committee and representatives from the contract cities discussed strengths they have observed in the agency including professionalism and leadership. They also provided feedback regarding areas that they would like the Authority to remain focused on, including improvement in call processing times, fire dispatching, and CAD analytics, and remaining forward thinking as it relates to technology and the public safety dispatch industry.

7. COMMENTS FROM USER COMMITTEE MEMBERS

None.

8. COMMENTS FROM CONTRACT CITY REPRESENTATIVES

None.

9. COMMENTS FROM STAFF

None.

10. ADJOURNMENT

The meeting adjourned at 3:16PM.

G



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: June 18, 2019

ITEM: G

TO: Executive Committee and User Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: EXECUTIVE DIRECTOR'S REPORT

ATTACHMENTS: None

The Executive Committee and User Committee will be provided an oral report on the following topics:

- Recruitment of Communications Operators
- INSB Network Project Update
- Update on Matrix Consulting Group's Comprehensive Cost of Service & Allocation Study