

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
MALLORY SAFETY AND SUPPLY, LLC
for
MESH DATA EQUIPMENT AND SERVICES
AGREEMENT NO. 102-2020MA**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MALLORY SAFETY AND SUPPLY, LLC, a Washington Limited Liability Company (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.

This Scope of Services for the labor portion of this Agreement shall be according to the terms of this Agreement. Equipment, software, and services purchased under this Agreement and as identified in Exhibit A, Service Provider Quotations, attached hereto and incorporated herein, shall be priced in accordance with US Communities / OMNIA Partners Contract No. 4400008495. In regard to equipment and software provided, Service Provider shall adhere to District's Purchase Terms and Conditions, Attachment B, attached hereto and incorporated herein.

2. **TERM OF AGREEMENT.** This Agreement shall commence on November 16, 2020 and shall terminate on February 15, 2021, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment C, Compensation and Invoicing, attached hereto and incorporated herein, District shall compensate

Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:

- a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$333,938.67. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
- b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to

inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.

- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible

to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Listed below are the firms that the District has approved as Service Provider's sub-contractors to provide services under this Agreement:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
AggreGateway	Installation Services

- c. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age,

ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees ("Claim"), caused by, arising out of, or related to the performance of this Agreement by Service Provider or failure to act by Service Provider, its officers, agents, subcontractors and employees. The

Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit B, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be

endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
 - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
 - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
 - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
- (5) Cyber Liability insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligation as undertaken by the Service Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to the infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response, notification and defense costs as well as regulatory fines and penalties and

credit monitoring expenses with limits enough to respond to these obligations.

- (a) The deductible or self-insured retention on this Cyber Liability policy shall not exceed five thousand dollars (\$5,000) unless the District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Cyber Liability policy shall be endorsed to include the District; its agents, officers, and employees as additional insureds in the form required by the District (see Exhibit B, Certificate of Insurance).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
- (6) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all

such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
 - d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding

the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such

claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE)**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.
 - (1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.
 - (2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.
 - (3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.

- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.
- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE)**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
- a. Submit all correspondence regarding this Agreement to:

Tracey L. Sandberg, Director, Information Technology
Information Technology
San Diego Unified Port District
P.O. Box 120488
San Diego, CA 92112-0488
Tel. 619-686-8195
Email: tsandberg@portofsandiego.org

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Allison Windsor, Director of Government Sales
Mallory Safety and Supply, LLC
44380 Osgood Rd
Fremont, CA 94539
Tel. 818-644-9484
Email: Allison.windsor@mallory.com

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT**MALLORY SAFETY AND SUPPLY,
LLC**

Tracey L. Sandberg
Director, Information Technology

Allison Windsor

Allison Windsor
Director of Government Sales

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A SCOPE OF SERVICES

I. Background

- A. Mesh data provides hi-speed wireless data networks that are configurable, securable, and scalable. The District implemented a mesh data network in 2017 that allows seamless network connectivity to and from patrol boats that can be utilized for search and rescue, public safety and law enforcement activities, and maritime awareness.

II. Overview

- A. The District is expanding its mesh data network across San Diego Bay and increasing interoperability with other mesh data networks in the region by:
- Extending the Rajant mesh data fiber network to additional 9 land-based sites that will improve coverage in high-density or special event zones
 - Enable mobile command vehicles of other jurisdictions to access and leverage the mesh data network by installing new Silvus Technologies mesh data radios on 6 mobile command vehicles

III. Scope of Services

- A. Service Provider will work closely with District staff to extend the Rajant mesh data fiber network to an additional nine (9) land-based sites
1. Wireless Engineering
 - a. Physical Site and Wireless Survey's
 - b. Radio frequency configuration of existing and new Rajant radios
 - c. Radio frequency link budget, analysis, and mapping
 - d. Diagrams and documentation
 2. Network Engineering
 - a. Physical Site Survey's
 - b. Configuration of existing Rajant radios and Slipstream
 - c. Network Documentation
 3. Radio Installation (2 Technicians)
 - a. Site Walks and Inspection
 - b. Hardware Installation
 - c. Fabrication
 - d. Custom Cabling (electrical and data)
 - e. Cable Runs
 4. Training
 - a. Train District Staff

- B. Service Provider will work closely with District staff to enable mobile command vehicles of other jurisdictions to access and leverage the mesh data network by installing new Silvus Technologies mesh data radios on six (6) mobile command vehicles:
1. Network and Wireless Engineering Services
 - a. Conduct Bench Testing on Radios Prior to Deployment
 - b. Network Design/Engineering and Configuration
 - c. Conduct Network Testing Post-Deployment with Local Aerial Assets
 - d. Training on Silvus Mesh Related Network
 2. Labor and Installation Services
 - a. Conduct Physical Site and Infrastructure Surveys on all Vehicles to Determine Mounting Solutions and Power Availability/Cabling
 - b. As Needed Hardware Removal
 - c. Installation of all Silvus Mesh Equipment
 - d. Pre and Post Testing of all Network Related Equipment

ATTACHMENT B PURCHASE TERMS AND CONDITIONS

The following terms and conditions shall apply to the supplies, materials, equipment and/or software (hereafter referred to as goods) purchased under this Agreement.

Acceptance – No variation in any of the terms and conditions, deliveries, prices, quantity, or specifications of this Agreement will be effective without the written consent of the District.

Assignment – Service Provider shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the express written consent of the District. Any assignment or transfer of any rights, duties, or obligations of Service Provider under this Agreement, which have not been consented to in writing by the District, shall not be binding upon the District.

Shipping Instructions – Delivery instructions and dates are set forth in this Agreement. Delivery dates and quantities are of the essence. The District may reject and/or return at Service Provider's expense any delivery of goods or part thereof received after the delivery date or in excess of the quantity specified in this Agreement. Delivery must be made as specified in this Agreement. Partial deliveries are accepted. Delivery of goods prior to the indicated delivery date will be accepted unless otherwise specified herein. Modification of delivery instructions will only be by approval of District's Manager of Distribution and Storage or the Buyer specified on the Agreement. **No C.O.D. deliveries will be accepted.**

Risk of Loss – It is the intent of the parties to this Agreement that all risk of loss and title to the goods covered by this Agreement shall pass at the F.O.B. point or other destination or shipping point indicated on this Agreement except as expressly directed otherwise in writing by the District.

Substitutions – All substitutions require notification to and the consent of District's Manager of Procurement Services or the District's Buyer whose name appears on this Agreement.

Inspection – The District shall have five (5) working days beginning the working day immediately after delivery of the goods to inspect delivered goods for conformance and acceptance. All material and workmanship shall be subject to inspection and test by District notwithstanding any inspection during manufacture or witness test at the plant of Service Provider. Final inspection and acceptance of the goods ordered herein shall be after receipt by District. District reserves the right to reject any goods which do not comply with the specifications of this Agreement or which contain defective material or workmanship. Rejected goods shall be removed at the expense

of Service Provider including transportation, promptly after notification of rejection. Service Provider shall bear all risk of rejected articles. Service Provider shall furnish replacements for rejected goods within a reasonable time frame as determined by District. Service Provider shall bear all costs of shipping for replacement goods, and shall comply with shipping and delivery instructions as indicated in this Agreement or as otherwise directed by District.

Cancellation Procedures – District may cancel this Agreement, or any part hereof, for cause in the event of default by Service Provider, or if Service Provider fails to comply with any of the terms and conditions of this Agreement. Late deliveries, deliveries of defective products and/or non-conforming products and failure to provide District in writing, upon request, of responsible assurance of future performance, shall be sufficient cause allowing District, in its sole discretion, to cancel this Agreement. In the event of cancellation for cause, Service Provider shall be liable to District for any and all damages sustained by reason of default that gives rise to the termination. Acceptance of part of the order shall not obligate District to accept later shipments and shall not affect its rights to return goods already accepted.

Warranties – Service Provider expressly warrants that all goods acquired pursuant to this Agreement shall conform to all specifications, drawings and samples which may have been provided to District by Service Provider. There shall be an implied warranty of merchantability and fitness for intended use of all goods. In addition to any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Service Provider with the goods and their incorporation herein shall be deemed made by this reference, without attachment, as though fully set forth herein, Service Provider expressly warrants that the goods are fit for the purpose to which District desires the goods to be used (new and unused goods). Goods shall be of good merchantable quality, free from material defect, of good workmanship and fit for the known purpose for which sold or provided. Goods must conform to all safety and health orders of the State of California and federal regulations. Service Provider warrants and represents that all the goods provided pursuant to this Agreement shall be free and clear of all liens, claims, encumbrances and infringements of any patents, trademarks, copyrights or franchise rights.

Payments and Discounts – Invoices against completed Agreements are paid by District's Financial Services Department after authorization by the appropriate District department. Payment will be made within thirty (30) days after receipt of a correct invoice or acceptance of goods, whichever occurs later. Payment of invoices shall not constitute acceptance of the goods and invoices shall be subject to adjustment for defect in quality or failure of Service Provider to meet District terms and conditions and Agreement specifications, if any. If District is entitled to a cash discount, the period of computation thereof will commence on the date of acceptance of correct, undamaged goods or receipt of a correctly completed invoice, whichever is later and **NOT** the date of the invoice. In the event Service Provider reduces the price(s) for goods during the performance of this Agreement, Service Provider shall reduce the price(s) correspondingly. Service Provider warrants that prices shown on this

Agreement shall be complete and no additional charges shall be added without written consent of the District's Manager of Procurement Services or the Buyer whose signature appears on this Agreement.

Anti-trust Claims – Service Provider shall assign to District all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. § 15) or under the Cartwright Act (Chapter 2 [Commencing with Section 16700] of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods by Service Provider for sale to District. Such assignments shall be made and become effective at the time District tenders final payment to Service Provider without further acknowledgement by the parties.

**ATTACHMENT C
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

- (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for equipment provided and for services performed during the preceding month. Invoice(s) shall be on a Fixed Fee basis and shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs (for Equipment)

- (2) Services shall be invoiced in accordance with the following **Fee Schedule**:

Services	Exhibit A Part Number	Fixed Fee
Rajant Expansion Wireless Engineering Services	AGGGY-AGWWIRELESSENGINEERING	\$11,317.65
Rajant Expansion Network Engineering Services	AGGGY-AGWNETWORKENGINEERING	\$15,764.71
Rajant Expansion Labor & Installation Services	AGGGY-AGW-RADIOINSTALLATION	\$17,647.06
Rajant Training	AGGGY-AGWTRAINING	\$988.24
Silvus Network and Wireless Engineering Services	AGGGY-NETWORK	\$6,136.50
Silvus Labor & Installation	AGGGY-HARDWAREINSTALLATION	\$27,000.00
Services Total		\$78,854.16

- (3) Equipment shall be invoiced in accordance with Service Provider Quotations, Order Nos. 2586606 (Rajant) and 2583287 (Silvus), Exhibit A, attached hereto and incorporated herein. Equipment is listed as Lines 1-12, 17, and 18 on Order No. 2586606 and Lines 1-7 on Order No. 2583287. With sales tax included, compensation for purchased equipment shall total \$255,084.51.

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 102-2020MA
 - 2) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 3) Dates of service provided
 - 4) Date of invoice
 - 5) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be emailed to the attention of Chrissy Joslin at it_invoices@portofsandiego.org.
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.


MALLORY
 SAFETY AND SUPPLY LLC

 44380 Osgood Road ■ Fremont, CA 94539
 Ph: 408-727-8530 ■ Fax: 408-988-6623

QUOTATION
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 Purchase Order Address:
 PO Box 2068
 Longview, WA 98632

Order Number	
2586606	
Order Date	Page
6/24/2020 12:40:03	1 of 3
Estimated Date:	
6/24/2020 00:00:00	

Bill To:
 PORT OF SAN DIEGO
 3380 NORTH HARBOR DRIVE
 SAN DIEGO, CA 92101
Ship To:
 PORT OF SAN DIEGO
 3380 NORTH HARBOR DRIVE
 SAN DIEGO, CA 92101

Quote Expires On 10/22/2020

Requested By: KURT SMITH

Customer ID: 107703**Carrier:****Freight:** CUSTOMER DOES NOT PAY FREIGHT

PO Number					Ship Route	Taker			
RAJANT QUOTE1117						DSANCHEZ			
Order Line	Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
	Ordered	Shipped	Remaining	UOM Unit Size	Disp.		Unit Size		

Delivery Instructions: US COMMUNITIES #4400008495
 THIS PRICING IS FOR THE PORT OF SAN DIEGO AND IS NOT ELIGIBLE FOR OTHER PUBLIC OR NON PROFIT AGENCIES

1	9.0000		EA	1.0		AGGGY-AGW23100026012 RAJANT BREADCRUMB LX5-2955C	EA 1.0	5,929.41	53,364.69
2	9.0000		EA	1.0		AGGGY-AGW06100061006 RAJANT LSX5 STD AQUID CBL	EA 1.0	847.06	7,623.54
3	9.0000		EA	1.0		AGGGY-AGW01000040001 RAJANT LX5 POLE MNT KIT	EA 1.0	346.35	3,117.15
4	9.0000		EA	1.0		AGGGY-AGW01000039001 RAJANT L;X5 FLAT MNT	EA 1.0	173.18	1,558.62
5	18.0000		EA	1.0		AGGGY-AGW75100139024 RAJANT 2.4GHZ 5DBI ANT	EA 1.0	200.24	3,604.32
6	11.0000		EA	1.0		AGGGY-AGW75100139058 RAJANT 58GHZ 6DBI ANT	EA 1.0	216.47	2,381.17
7	9.0000		EA	1.0		AGGGY-AGW751400140501 RAJANT OMNI 902-928MHZ 5DBI ANTENNA	EA 1.0	297.65	2,678.85
8	9.0000		EA	1.0		AGGGY-AGW25100172001 RAJANT ME4/LX5 AC POE INJ	EA 1.0	324.71	2,922.39
9	45.0000		EA	1.0		AGGGY-MMMCSX4 RAJANT CXS 4 CLD SHRINNK 1/4 - 7/8 CBL TERM	EA 1.0	36.78	1,655.10


MALLORY
 SAFETY AND SUPPLY LLC

 44380 Osgood Road ■ Fremont, CA 94539
 Ph: 408-727-8530 ■ Fax: 408-988-6623

 Divisions of Mallory include
 California Safety and
 Brenton Safety Solutions

Order Number	
2586606	
Order Date	Page
6/24/2020 12:40:03	2 of 3

Quote Expires On 10/22/2020

Order Line	Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
	Ordered	Shipped	Remaining	UOM Unit Size	Disp.				
10	45.0000			EA	1.0	AGGGY-AGWRFW1218860 RAJANT NM LMR400 5 FT JUMPER	EA 1.0	52.84	2,377.80
11	9.0000			EA	1.0	AGGGY-AGW86300100013 RAJANT LIFETIME SW UPD LX FAM	EA 1.0	779.29	7,013.61
12	1.0000			EA	1.0	AGGGY-AGW23100031001 RAJANT SLIPSTREAM APT	EA 1.0	7,118.12	7,118.12
13	1.0000			EA	1.0	AGGGY-AGWWIRELESSENGINEERING CONFIGURATION AND IMPLEMENTATION CERTIFIED RAJANT ENGINEER PHYSICAL SITE AND WIRELESS SURVEYS NETWORK FAMILIARITY WITH IT DEPT RF CONFIGURATION OF EXISTING AND NEW RAJANT RADIOSRF LINK BUDGET ANALYSIS AND MAPPING DIAGRAMS AND DOCUMENTATION	EA 1.0	11,317.65	11,317.65
14	1.0000			EA	1.0	AGGGY-AGWNETWORKENGINEERING NETWORK ENGINEERING PHYSICAL SITE SURVEYS NETWORK FAMILIARITY WITH PORT OF SD IT DEPT CONFIGURATION AND IMPLEMENATION OF RAJANT RADIOS AND SLIPSTREAM CONFIGUARION OF EXISTING RAJANT RADIOS AND SLIPSTREAM NETWORK DOCUMENTATION	EA 1.0	15,764.71	15,764.71
15	1.0000			EA	1.0	AGGGY-AGW-RADIOINSTALLATION RADIO INSTALLATION INSTALLATION OF RADIO SITES TO INCLUDE: SITE WALKS AND INSPECTIONS HARDWARE INSTALLATION FABRICATION CUSTOM CABLING ELEC AND DATA CABLE RUNS 2 TECHNICIANS	EA 1.0	17,647.06	17,647.06
16	1.0000			EA	1.0	AGGGY-AGWTRAINING TRAINING WITH PIORT OF SD IT DEPT	EA 1.0	988.24	988.24
17	15.0000			EA	1.0	AGGGY-AGWSWA055199ANT5GHZ INTEGRATED SECTOR PANEL ANTENNA 5.1-5.9 GHZ 12 DBI 120 BANDWIDTH	EA 1.0	1,488.24	22,323.60
18	1.0000			EA	1.0	AGGGY-AGW863001400018SLPSW RAJANT SLIPSTREAM APT LIFETIME SOFTWARE ONE TIME PURCHASE	EA 1.0	882.35	882.35



MALLORY
SAFETY AND SUPPLY LLC
44380 Osgood Road ■ Fremont, CA 94539
Ph: 408-727-8530 ■ Fax: 408-988-6623

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QUOTATION

Order Number	
2586606	
Order Date	Page
6/24/2020 12:40:03	3 of 3

Quote Expires On 10/22/2020

Divisions of Mallory include
California Safety and
Brenton Safety Solutions

Total Lines: 18

SUB-TOTAL: 164,338.97
TAX: 9,124.76
AMOUNT DUE: **173,463.73**

Dispositions: C = Cancelled B = Backordered P = Production Item

U.S. Dollars

**MALLORY**
SAFETY AND SUPPLY LLC44380 Osgood Road ■ Fremont, CA 94539
Ph: 408-727-8530 ■ Fax: 408-988-6623Purchase Order Address:
PO Box 2068
Longview, WA 98632

Order Number	
2583287	
Order Date	Page
3/8/2020 13:34:30	1 of 2
Estimated Date:	
3/9/2020 00:00:00	

Bill To:PORT OF SAN DIEGO
3380 NORTH HARBOR DRIVE
SAN DIEGO, CA 92101**Ship To:**PORT OF SAN DIEGO
3380 NORTH HARBOR DRIVE
SAN DIEGO, CA 92101

Quote Expires On 10/9/2020

Requested By: KURT SMITH

Customer ID: 107703 **Carrier:** Prepaid**Freight:** CUSTOMER DOES NOT PAY FREIGHT

<i>PO Number</i>		<i>Ship Route</i>	<i>Taker</i>	
SILVUS RADIOS QUOTE			DSANCHEZ	

<i>Order Line</i>	<i>Quantities</i>				<i>Item ID Item Description</i>	<i>Pricing UOM Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
	<i>Ordered</i>	<i>Shipped</i>	<i>Remaining</i>	<i>UOM Unit Size</i>				

Order Note: Technicians and 1 Network Specialist
144 165.00 23,760.00
Silvus Order to outfit 6 Mobile Command Vehicles.
Line 1 - 6 Silvus Radios and equipment
Line 7 - NetGear Switch
Line 8 - Testing and configuration
Line 9 - Radio installation

Delivery Instructions: US COMMUNITIES #4400008495
THIS PRICING IS FOR THE PORT OF SAN DIEGO AND IS NOT ELIGIBLE FOR OTHER PUBLIC OR NON PROFIT AGENCIES

1	6.0000		EA	1.0	AGGGY-AGWSC4484E206520SBST STREAMCASTER 4440 4X4 MIMO RADIO 8 WATTS 1.0 @ 2025-2110MHZ + 4 WATTS @ 5150-5250 MHZ STD BLK CHASSIS WITH STRAIGHT TNC CONNECTORS WITH MULTIFUNCTION SWITCH	EA	17,045.45	102,272.70
2	6.0000		EA	1.0	AGGGY-AGWSCPRICBLA6 CABLE PRIMARY ODU FOR SC4200/SC4400 6 FT ETHERNET RJ45 RS232 6 PIN SWITCHCRAFT POWER 2 PIN SWITCHCRAFT	EA	426.14	2,556.84
3	24.0000		EA	1.0	AGGGY-AGWAOV2D230515TF ANTENNA OMNI 2 DBI DUAL BAND 2100-2500 MHZ AND 4400-5900 MHZ TNC MALE	EA	350.00	8,400.00
4	6.0000		EA	1.0	AGGGY-AGWSC44QRMNTKIT KIT SC4400 SERIES QUICK RELEASE MOUNTING INCLUDES SC44-QRCRAD CRADLE SC44-QRPLT-U AND ALL REQUIRED HARDWARE	EA	211.36	1,268.16


MALLORY
 SAFETY AND SUPPLY LLC

 44380 Osgood Road ■ Fremont, CA 94539
 Ph: 408-727-8530 ■ Fax: 408-988-6623

 Divisions of Mallory include
 California Safety and
 Brenton Safety Solutions

Order Number	
2583287	
Order Date	Page
3/8/2020 13:34:30	2 of 2

Quote Expires On 10/9/2020

Order Line	Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
	Ordered	Shipped	Remaining	UOM Unit Size	Disp.		Unit Size		
5	6.0000			EA	1.0	AGGGY-AGWSCACPWRRGD POWER SUPPLY AC RUGGED OUTDOOR	EA 1.0	301.14	1,806.84
6	6.0000			EA	1.0	AGGGY-AGWSCGPS2SW6T GPS MODULE 2ND GEN SWITCHCRAFT CONNECTOR 6 FT	EA 1.0	232.95	1,397.70
7	6.0000			EA	1.0	AGGGY-AGWNETGEAR8PORT NETGEAR 8 GIGABIT ETHERNET SMART MANAGED PLUS SWITCH	EA 1.0	79.55	477.30
8	30.0000			EA	1.0	AGGGY-NETWORK NETWORK CONFIG AND IMPLEMENTATION NETWORK AND WIRELESS ENGR INV TEST BENCH AND COFIG OF ADDTL CUSTOM FREQUENCIES RADIO TESTING PRE AND POST DEPLOYMENT ENSURE MESHING TO SDPD HELICOPTER AND ADDTL REGIONAL ASSETS	EA 1.0	204.55	6,136.50
9	144.0000			EA	1.0	AGGGY-HARDWAREINSTALLATION RADIO INSTALL OF 6 MOBILE COMMAND VEHICLES TO INCLUDE: SITE WALK AND INSPECTION HDWE INSTAALTION FABRICATION CUSTOM CABLE ELECTRICAL AND DATA CABLE RUNS AV INTEGRATION IF AVAILABLE	EA 1.0	187.50	27,000.00

Total Lines: 9

SUB-TOTAL: 151,316.04**TAX:** 9,158.90**AMOUNT DUE:** 160,474.94

Dispositions: C = Cancelled B = Backordered P = Production Item

U.S. Dollars

EXHIBIT B
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____ General Aggregate: _____ \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: _____ Expiration Date: _____	Each Claim _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-mail Address: _____ Phone: _____ Fax Number: _____ Signature of Authorized Agent(s) or Broker(s) _____ Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com
Fax: 1-866-866-6516