#### AMENDMENT NO. 2

#### TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and INTELLI-FLEX, INC., a California corporation ("Consultant") is effective as of the **t**: day of <u>April, 2020.</u>

#### RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated October 1, 2016 ("Agreement") whereby Consultant agreed to provide Avaya software and hardware maintenance and support services.

B. The City and Consultant desired, and the City Council's action approved, the Agreement for a term of three (3) years, for a total Contract Sum not to exceed \$59,610.

C. The Agreement ultimately executed by the parties included a provision that did not conform to the intent of the parties and was inconsistent with the Council's approval.

D. Specifically, Council awarded a three (3) year contract, but the Agreement provided for a one (I) year contract, with the option to renew the term for two additional one-year terms.

E. City and Consultant entered into that certain Amendment No. 1 to Agreement for Contract Services dated August 8, 2019 ("Amendment No. 1") whereby the parties agreed to amend the Agreement to (1) reconcile the Agreement terms with the City Council's approval of the Agreement by extending the term of the Agreement so that it expires on September 30, 2020, (2) expand the Scope of Services to include Avaya software and hardware maintenance and support services for 12 City parks, and (3) increase compensation by \$43,961.86 to cover the cost of the extended term and services for 12 City parks, for a total Contract Sum not to exceed \$103,571.86.

F. City and Consultant now desire to again amend the Agreement to add compensation for 100 additional Ad Hoc Services hours increasing compensation by \$12,800.00 for a total Contract Sum not to exceed \$116,371.86.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in *bold italics* and deleted text in strikethrm1gh).

a Section 2.1, "Contract Sum," is hereby amended as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as <u>Exhibit "C"</u> and incorporated herein by this reference. The total

### **EXHIBIT NO. 4**

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compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Sixteen Thousand Three Hundred Seventy One Dollars and Eighty Six Cents (\$116,371.86)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

b. Section II. of Exhibit C, "Schedule of Compensation," is hereby amended as follows:

"II. Consultant shall perform all Ad Hoc Services described in Section II of Exhibit "A," Scope of Services at the rate of \$100/hour, for a maximum annual amount of \$10,000 *except that between March 17, 2020 through September 30, 2020, an additional \$12,800 may be incurred by Consultant,* following submission of a monthly invoice, in accordance with Section 2.4 and paragraph III, below."

c. Section IV. of Exhibit C, "Schedule of Compensation," is hereby amended as follows:

"The total compensation for Regular Services pursuant to Section I of Exhibit "A," Scope of Services, for all four (4) years, shall not exceed \$63,571.86. The total compensation for Ad Hoc Services pursuant to Section II of Exhibit "A," Scope of Services for all four (4) years, shall not exceed \$52,800. Thus, the overall total compensation for Regular *Services* and Ad Hoc Services for all four (4) years shall not exceed \$116,371.86, as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement. 4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

### [SIGNATURES ON FOLLOWING PAGE]

106

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.



CITY: CITY OF CARSON, a orporation Albert Robles, Mayor

Doocsia Gause-Aldana, Ĉity Cle 📀

APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP

&-1

Sunny K. Soltani, City Attorney [rjl)

CONSULTANT:

:: <u>III-Fl</u>o

NameJi Title t Nam 😔 :: b, 6. f Title: CEO Address: Intcllj-Fh:x, Inc. Ø cvro:e15=c I\90638

Two corports officer lignalizes required when Consultant is a corporation, with one slg  $\otimes \otimes \circ = r\{$ , ef-4  $\otimes \otimes from each Of the following groups: 1) Chairman at the Board, President or any Vice President; and 1) Secretary, any Asalstant Sun:tary, Cblef Financial Officer or any Asalstant Treurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATIESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BV THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.$ 

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.					
STATE OF CALIFORNIA					
COUNTY OF LOS ANGELES					
On, 2020 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal.					
Signature:					
	_				
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.					
CAPACITY CLAIMED BY SIGNER           INDIVIDUAL           CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT				
TITLE(S) PARTNER(S) LIMITED	TITLE OR TYPE OF DOCUMENT				
GENERAL GENERAL					
TRUSTEE(S)	NUMBER OF PAGES				
GUARDIAN/CONSERVATOR					
SIGNER IS REPRESENTING:       DATE OF DOCUMENT         (NAME OF PERSON(S) OR ENTITY(IES))					
	SIGNER(S) OTHER THAN NAMED ABOVE				

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
COUNTY OF LOS ANGELES						
On, 2020 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.						
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
WITNESS my hand and official seal.						
Signature:						
<b>OPTIONAL</b> Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.						
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT					
TITLE(S)  PARTNER(S)  GENERAL  GENERAL	TITLE OR TYPE OF DOCUMENT					
ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	NUMBER OF PAGES					
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) DATE OF DOCUMENT						
	SIGNER(S) OTHER THAN NAMED ABOVE					



THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO TX 78251

CITY OF CARSON 701 E CARSON ST CARSON CA 90745-2224

### Account Information:

Policy Holder Details :	INTELLI-FLEX INC.	

January 23, 2020

# tO Contact Us

Business Service Center Business Hours: Monday - Friday (7AM - 7PM Central Standard Time) Phone: (866) 467-8730 Fax: (888) 443-6112 Email: aqency.services@thehartford.com Website: https://business.thehartford.com

Enclosed please find a for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

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с-с	CERTIFICATE OF LIABILITY INSURANCE 1 -11-ZO;, V 01/23/2020								
THIS	S CERTIFICATE IS ISSUED AS A	MAT	TER C	F INFORMATIO	N ONLY	Y AND CONFER	S NO RIGHT	S UPON THII CERTIFIC	ATII HOLDER.
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The ACORD name and logo are registend marks of ACORD

AGENCY CUSTOMER ID:

LOC#: \_\_\_\_\_



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED			
CBIA INC/PHS		INTELLI-FLEX INC.			
POLICY NUMBER		17315 STUDEBAKER RD STE 332			
SEE ACORD 25		CERRITOS CA 90703-2508			
CARRIER NAICCODE					
		effective date: SEE ACORD 25			
ADDITIONAL REMARKS					

### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS000B, the Umbrella Liability Provisions Form SX8002, and the Commercial Auto Broad Form Endorsement HA9916, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS000B, and Commercial Auto Broad Form Endorsement HA9916, attached to this policy. Notice of Cancellation will be provided in accordance with Forms SS1223, Form IH0313, and WC990394, attached to these policies. Coverage is primary and noncontributory per the Business Liability Coverage Form SS000B, attached to this policy.

POLICY NUMBER: 33 SBA GC4 358



### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

THE CITY OF LONG BEACH, ITS OFFICIALS, EMPLOYEES AND AGENTS 333 W OCEAN BLVD FL 12 LONG BEACH, CA 90802

THE CITY OF LONG BEACH, THE BOARD OF WATER COMMISSIONERS, AND THEIR OFFICIALS, EMPLOYEES AND AGENTS 1800 E WARDLOW RD LONG BEACH, CA 90807

THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ITS OFFICIALS OFFICERS, AND EMPLOYEES 1100 N EASTERN AVE RM GllS LOS ANGELES, CA 90063

RISK MANAGEMENT CITY OF CARSON 701 E CARSON ST CARSON, CA 90745-2224

Process Date: 11/2 7/19



This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED

COMMERCIAL AUTO COVERAGE PART

LOS ANGELES DEPARTMENT OF WATER AND POWER RISK MANAGEMENT SECTION P.O. BOX 51111 RM 465 LOS ANGELES, CA 90051-0100

MMCA LTD PO BOX 390909 MINNEAPOLIS, MN 55439

CITY OF SIMI VALLEY 2929 TAPO CANYON RD SIMI VALLEY, 93063

DEPT. OF WATER & POWER RISK MANAGEMENT SECTION RM. 465 111 N. HOPE ST. LOS ANGELES, CA 90012

THE CITY OF SIMI VALLEY AND ITS RESPECTIVE BOARDS, DISTRICTS, OFFICERS, AGENTS AND EMPLOYEES 2929 TAPO CANYON RD SIMI VALLEY, CA, 93063

RISK MANAGEMENT CITY OF CARSON 701 E CARSON ST CARSON, CA 90745

CARUSO MANAGEMENT COMPANY, LTD GFM, LLC



### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

 Policy Number:
 33
 WEC ID3533
 Endorsement Number:

 Effective Date:
 08/01/19
 Effective hour is the same as stated on the Information Page of the policy.

 Named Insured and Address:
 INTELLI-FLEX INC

 5696 CORPORATE AVE
 CYPRESS CA 90630

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Countersigned by \_\_\_\_\_

Person or Organization City of Carson, 701 E Carson St. Carson CA 90745 Job Description

002

Form WC 04 03 06 (1) Printed in U.S.A. Process Date: 06/22/19

Authorized Representative

Policy Expiration Date: 08/01/20



Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213 Policyholder, please call us at: (866) 467-8730 Agent, please call us at: (866) 467-8730

### INSURANCE ENDORSEMENT ATTACHED

### \*\*\* PLEASE REVIEW THE CHANGE\*\*\*

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CBIA INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



### POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 33 SBA GC4 358 DV

Named Insured and Mailing Address; INTELLI-FLEX INC.

17315 STUDEBAKER RD STE 332 CERRITOS CA 90703

Policy Change Effective Date: 02/21/20

Effective hour is the same as stated in the Declarations Page of the Policy.

Policy Change Number: 002

Agent Name: CBIA INC/PHS Code: 75011s

#### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE: \$37.00

RATES AND PREMIUMS ARE CHANGED.

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 WAIVER OF SUBROGATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T Process Date: 03/25/20

**Page** 001

Policy Effective Date: 02I21/20 Policy Expiration Date: 02/21/21



WAIVER OF SUBROGATION

730 AVE F STE 210 PLANO, TX 75074210

RE: AFFILIATED TELEPHONE, INC., COM-NET, INC., AFFILIATED TELEPHONE-AUSTIN, INC., AFFILIATED TELEPHONE-HOUSTON, INC., NORTH AMERICA CONNECTION, INC., AND AFFILIATED COMMUNICATIONS, INC.

COUNTY OF KERN ATTN: PURCHASING 1115 TRUXTUN AVE FL 3 BAKERSFIELD CA 93301

THE DISTRICT OF COLUMBIA ATTEN: OFFICE OF THE CHIEF TECHNOLOGY OFFICER 200 I ST. SE WASHINGTON, D.C. 20003

CITY OF CARSON 701 E CARSON ST CARSON, CA 90745-2224

Form 1H 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 001 Process Date: 03/25/20

## THEX HARTFORD

Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213 Policyholder, please call us at: (8661 467-8730 Agent, please call us at: (877) 853-2582

### INSURANCE ENDORSEMENT ATTACHED

### \*\*\* PLEASE REVIEW THE CHANGE\*\*\*

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (8661 467-8730

Agent, please call us at: (877) 853-2582 between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

CBIA INC/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER

### MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 33 UEC FU6B39 DV

CHANGE NUMBER: 003A

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, ifany, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 03/11/20

Named Insured: INTELLI-FLEX INC.

CBIA INC/PHS Producer's Name:

.951 Pro Rata Factor:

#### **Description of Change:**

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

NO CHANGE IN PREMIUM

THE FOLLOWING ENDORSEMENT (S) IS/ARE ADDED:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

> Countersigned by (Where required by law)

Sugar S. Castanuda

03/25/20 Date

12()

THE. HARTFORD

Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

#### AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

### SCHEDULE

Name(s) Of Person(s) Or Organization(s): CITY OF CARSON

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.