

4) **Amendment No. 1 to On-Call Services Agreement with AK Security Alarm LLC for Minor Construction and Repair Services.**

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for On-Call Services with AK Security Alarm LLC for minor construction and repair services in an amount not to exceed \$450,000.00 per fiscal year and extending the term in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Shannon Buckley, Assistant City Manager

Date: June 11, 2024

Subject: Amendment No. 1 to On-Call Services Agreement with AK Security Alarm LLC for Minor Construction and Repair Services.

Recommendation

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for On-Call Services with AK Security Alarm LLC for minor construction and repair services in an amount not to exceed \$450,000.00 per fiscal year and extending the term in such final form as approved by the City Attorney.

Background

On August 8, 2022, the City prepared a request for proposals for On-Call minor construction and repair services. On September 13, 2022, the City Council approved an agreement with AK Security Alarm LLC for \$405,000.00 ending September 13, 2023, with the option of two 1-year extensions. The City has exercised one of the options by extending the contract to September 13, 2024.

Discussion

On-Call contracts allow the City to mobilize construction and repair services quickly and efficiently under pre-negotiated terms and conditions. The City may require services due to an urgent matter or because the City is unable to provide or perform those services internally. For a city who needs to engage a general or specific construction and repair service, the benefits of having an on-call contract in place include:

- A wide span of technical expertise.
- Resource availability and flexibility.
- Commitments as needed for services.
- Accelerated procurement and authorization.
- Independent and objective assessments and proposals.

Amendment No. 1 AK Security Alarm LLC

- Validation of resolution-oriented actions.

The On-Call minor construction and repair services are essential to maintain city amenities and efficiently construct low-cost minor projects.

AK Security and Alarm has provided essential contractor services for various projects around the City. This contract will allow the contractor to perform a variety of on-call communication and electronic data repair and minor construction work. AK Security and Alarm has performed as both a contractor and sub-contractor on several large city and agency projects at the Rosetta Canyon Sports Park, Launch Pointe RV Resort, City Hall, The Neighborhood Community Center, The Anchor, and various other city projects.

This amendment ensures continued on-call minor construction and repair services support to immediate operational demands. The sustainment of these essential general requirements provides city-wide minor construction, rehabilitation, and immediate maintenance augmentation of repair services.

Fiscal Impact

Funds are budgeted in the Fiscal Year 2023-24 Annual Operating Internal Service Budget.

Attachments

Attachment 1 - Amendment No. 1
Exhibit A-1 - Proposal
Attachment 2 - Original Agreement

Manager's Office

**AMENDMENT NO. 1
TO AGREEMENT FOR ON-CALL SERVICES**

AK Security Alarm, LLC.

ON-CALL SERVICES

This Amendment No. 1 to Agreement for Contractor Services is made and entered into as of 6/11/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and AK Security Alarm, LLC., a limited liability company ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for On-Call Services dated as of 9/13/2022, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of four hundred five thousand dollars (\$405,000.00).

C. The Original Agreement had a term of one year with two one-year renewal options, commencing on 9/13/22 and ending on 9/12/23.

D. The parties now desire to amend the term and increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 2, Term, of the Original Agreement is hereby amended to read in its entirety as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on September 13, 2022 and ending June 30, 2024. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed four hundred fifty thousand dollars and no cents (\$450,000.00) without additional written authorization from the City.

Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONTRACTOR"

AK Security Alarm, LLC.

City Manager

Oscar Gomez, Owner

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A

CONTRACTOR'S PROPOSAL

[ATTACHED]



CITY OF LAKE ELSINORE ON-CALL SERVICES

Lake Elsinore, CA

August 08, 2022

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COVER LETTER

AK Security Alarm LLC is pleased to submit an addendum to original contract from **August 08, 2022**, to extend existing services for the City of Lake Elsinore to include **on-call services** for the City of Lake Elsinore.

Our team of skilled professionals has extensive experience providing on-call services to a wide range of clients in the industry. **AK Security Alarm LLC** specializes in the design, installation, integration, and service of Security and fire alarm systems, and we also focus on Access Control systems and Closed-Circuit TV (CCTV) camera surveillance systems for residential and commercial applications.

AK Security Alarm LLC can provide you with a solution for your security system requirement, from a single-family home to larger estates or apartment complexes or small businesses to a larger industrial facility. We have a solution for your needs.

AK Security Alarm LLC works closely with partners all over our license areas. Through our partner operations, AK Security Alarm can reach out and help protect customers in locations that might otherwise be unavailable.

CORPORATE OFFICE INFORMATION:

AK Security Alarm LLC | Riverside
11521 Trailrun CT
Riverside, CA 92505



Email: oscar@aksecurityalarm.org

Phone: 951-482-9526

http://aksecurityalarm.net

AK Security Alarm LLC is uniquely qualified to provide you with this Statement of Work to enhance the City's on-call services.

At AK Security Alarm LLC we take pride in providing high-quality services that meet the unique needs of our clients. Our team of professionals is experienced, knowledgeable, and skilled, which ensures that we deliver top-notch services every time. We also understand the importance of timeliness and will ensure that we respond promptly to all service requests.

We appreciate the opportunity to submit our proposal for on-call services for the City of lake Elsinore. We are confident that we can provide the high-quality services you require at a competitive price. Please do not hesitate to contact us if you have any questions or require further information.

Authorized Signers:

Oscar Gomez
Owner

oscar@aksecurityalarm.org

<https://aksecurityalarm.net>

SCOPE OF WORK

Under this proposal, our company will provide on-call services to the successor agency, which will include but not be limited to, Lead Installer and Journeyman(s) Services as required.

The services will be provided on an as-needed basis, and the hourly rate defined in the cost section of this proposal.

ACTIVITIES

- On-Call Services for the City of Lake Elsinore

TERM

- 12 months
- Time and Material, billed as incurred

SERVICE LOCATION:

130 S Main St

Lake Elsinore, CA 92530

COST PROPOSAL

Our pricing model is competitive and transparent and propose wholesale pricing on all services rendered.

By Expertise

| | |
|------------------------|----------|
| <i>Lead Technician</i> | \$120/hr |
| <i>Journeyman(s)</i> | \$55/hr |



AK Security Alarm, LLC.
11521 Trailrun Ct. Riverside, CA 92505

Email: info@aksecurityalarm.org
Phone: 951-395-0006



[License Numbers](#)

License C10 #1005318 | ACO 7848

AGREEMENT FOR CONTRACTOR SERVICES

AK Security Alarm LLC

ON-CALL SERVICES

This Agreement for Contractor Services (On-Call) (the "Agreement") is made and entered into as of September 13, 2022 by and between the City of Lake Elsinore, a municipal corporation (the "City") and AK Security Alarm, a LLC (the "Contractor").

RECITALS

A. The City has determined that it requires the following services:

On-call minor construction and repair services

B. The City has prepared a request for a proposals and Contractor has submitted to City a proposal, dated August 8, 2022, both of which are attached hereto as Exhibit A (collectively, the "Contractor's Proposal") and incorporated herein, to provide services and related work to the City pursuant to the terms of this Agreement.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to perform the services and related work described in this Agreement on the terms and conditions Agreement.

AGREEMENT

1. Scope of Services. Contractor shall perform the services and related work described in Contractor's Proposal (Exhibit A). Contractor shall provide such services and related work at the time, place, and in the manner specified in Contractor's Proposal (Exhibit A), subject to the direction of the City through its staff that it may provide from time to time. Contractor acknowledges that the Scope of Services provides for 24 hour-a-day, 7 day-a-week, on-call and minor construction support on an as needed basis.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services and related work to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the services and related work contemplated pursuant to this Agreement consistent with Contractor's Proposal (Exhibit A) and shall provide, furnish and pay all labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required to perform such the services and related work.

b. Performance Schedule. Contractor shall commence the services and related work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services and related work within the time period(s) established in the Contractor's Proposal (Exhibit A). When requested by Contractor, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term and Compliance with Task/Work Order System. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for a period commencing on September 13, 2022 and ending September 12, 2023. The City may, at its sole discretion, extend the term of this Agreement on a 12-month basis not to exceed 2 additional twelve (12) month renewal terms by giving written notice thereof to Contractor not less than thirty (30) days before the end of the contract term, such notice to be exercised by the City Manager.

Contractor hereby agrees and acknowledges that any and all work or services performed pursuant to this Agreement shall be based upon the issuance of a Task/Work Order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of work or services as all work or services shall be authorized through a Task/Work Order issued by the City.

3. Compensation. Compensation to be paid to Contractor shall be in accordance with the fees set forth in Contractor's Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Contractor's annual compensation exceed for four hundred five thousand dollars and no cents (\$405,000.00) without additional written authorization from the City. Notwithstanding any provision of Contractor's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Contractor shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Contractor's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Contractor provides services. Contractor's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Contractor no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Contractor's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Contractor's prospective or then current personnel is deemed objectionable, then the City may notify Contractor of the same. Contractor shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of such notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City

shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Reports, Documents

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Contractor shall be immediately referred to City, without any other actions by Contractor.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data, which were prepared by design professionals other than Contractor or provided, to Contractor by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's solerisk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Contractor shall not, without the prior written consent of City, use such materials for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs relating to project for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Contractor's Books and Records.

a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

9. Independent Contractor.

a. Contractor is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, 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, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Contractor. Contractor (including principals, associates and management employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would

be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a) (2).)

12. Ability of Contractor. City has relied upon the training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall therefore provide properly skilled personnel to perform all services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent contractors in Contractor's field of expertise.

13. Compliance with Laws.

a. Contractor shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Contractor and/or its employees, officers, or board members.

b. Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Contractor represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession. Contractor shall maintain a City of Lake Elsinore business license.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements .

a. Insurance. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for City. In the event that Contractor is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Contractor shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language :

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Contractor: AK Security Alarm LLC
Attn: Oscar Gomez
11521 Trailrun Court
Riverside CA 92505

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Contractor. Contractor shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express consent of the City. Contractor shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid

nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work or services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Contractor's Proposal

is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:
Jason Simpson
1F331F03E0FE412...
City Manager

"CONTRACTOR"

AK Security Alarm, a LLC

DocuSigned by:
OSCAR GOMEZ
20B4FE0DC33A400...
By: Oscar Gomez
Its: Owner

ATTEST:

DocuSigned by:
CA
2944B140740C400...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5000D8090AF46C...
City Attorney
DS
SB
Assistant City Manager

Attachments: Exhibit A – Contractor's Proposal

EXHIBIT A
CONTRACTOR'S PROPOSAL
[ATTACHED]

COVER LETTER

AK Security Alarm LLC is pleased to present this proposal to the City of Lake Forest for a complete, turn-key, security maintenance program.

AK Security Alarm LLC specializes in the design, installation, integration, and service of Security and fire alarm systems, and we also focus on Access Control systems and Closed Circuit TV (CCTV) camera surveillance systems for residential and commercial applications.

AK Security Alarm LLC can provide you with a solution for your security system requirement from a single family home to larger estates or apartment complexes, or small business to a larger industrial facility. We have a solution for your needs.

Through our partner operations, **AK Security Alarm LLC** can reach out and help protect customers in locations that might otherwise be unavailable.

CORPORATE OFFICE INFORMATION:

AK Security Alarm LLC | Riverside
11521 Trailrun Court
Riverside, CA 92505

Email: info@aksecurityalarm.net

Phone: 1 (951) 395-0006

<https://aksecurityalarm.net/>

Licences:

- Alarm: ACO07848
- C10: 1005318

AK Security Alarm LLC is uniquely qualified to provide your Contractor Services Agreement Citywide Advanced Security, Surveillance, and Communication Systems at the City of Lake Elsinore.

AK Security Alarm LLC is well positioned to service the City of Lake Elsinore with our own team of dedicated technical resources, including an extensive vehicle fleet, based locally out of our Riverside and other local offices.

Authorized Signers:

Oscar Gomez
Owner

PERSONNEL

MANAGEMENT CONTACT:

The Account Executive is responsible for all business communicating regarding the service contract and additional related projects. The Account Executive will communicate directly with the customer to ensure the deal is being executed to plan.

Oscar Gomez

Owner

(951) 395-0006

SITE AND PROJECT MANAGER

The project manager is responsible for the overall performance and execution of **AK Security Alarm LLC** scope of work throughout the contract. The Project Manager focuses on all aspects of project performance, especially those that relate to resource planning and scheduling, communication, customer satisfaction, and quality assurance.

- Serves as primary communication interface on project related matters.
- Coordinates the development of documentation to support and maintain the City's Networking.
- Schedules any activities in concert with the overall schedule.
- Change management and control of services as needed.
- Resolves contractual issues.
- Issues weekly status reporting.

OPERATIONS SERVICE MANAGER

The Service Manager is responsible for the overall performance and execution of the contracted services. The service manager becomes hour point of contact after initial implementation and fully transition into service delivery.

RESOURCES BIO

Oscar Gomez - Project Manager, Technician C10 Certified

(951) 395-0006

Oscar has over nineteen years of experience with integrated security and networking systems, including experience with engineering, programming, and commissioning of CCTV, ALPR, Access Control systems, and cabling data center. Oscar has extensive experience designing, installing, and managing electrical/video security solutions with our local government sector, including the cities of the City of Laguna Hills. Oscar is a certified **C10** Electrician, access control, CCTV, and alarm platforms. Oscar possesses extensive experience in the following specific systems:

- AXIS
- Arecont Vision
- QNAP
- SelectDNA
- Exacq
- Single PH

- Three PH
- DSC
- Honeywell
- SilentKnight
- Firelight
- Kantech
- QSC

Robert Masariego – Operations Service Manager

1 (213) 308-0991

Robert has over seventeen years of experience with security and networking systems, including experience programming and commissioning CCTV and Access Control systems and cabling data center.

Robert Masariego possesses extensive experience in the following specific systems:

- Axis
- Arecont Vision
- QNAP
- Firelight
- Kantech
- SilentKnight
- Exacq
- Honeywell
- DSC
- QSC

SCOPE OF WORK

The scope of work is to provide the **City of Lake Elsinore** a full-service maintenance for Citywide Advanced Security, Surveillance, and Communication Systems. Maintenance services is 24 hour-a-day, 7 day-a-week. The scope of work ensures continued services in support of day-to-day operations, system maintenance, staffing training, immediate operational demands and new Citywide capital projects assessments.

AK Security Alarm staff is focused on preventive maintenance by staffing highly capable engineers in security, surveillance, network, fire systems to provide endless security perseverance tailored to the City's precise needs and prevent incidents from happening.

PROPOSED STAFFING MODEL

- Oscar Gomez, Project Director/Architect
- Robert Masariego, Operations Supervisor

ACTIVITIES

- Detailed Maintenance activities can be found in **Section A**.

GENERAL SERVICE

- Implement and maintain a detailed inventory master of all Citywide equipment
- UPS/UPC Maintenance

SECURITY / SURVEILLANCE

- Annual Penetration testing for Security and Surveillance
- Installation and Maintenance
 - Firmware upgrade
 - Adjusting focusing of cameras
 - Cleaning of cameras
 - Total Connect cloud service maintenance
- Maintenance and Part Replacement
 - Window/Door sensor
 - Motion detectors
 - Glass breaks
 - Keypads
 - Horn and strobes
 - Systems batteries
 - Wiring
 - Zone expanders
 - Wireless contacts
 - Panic buttons (wired and hardware)

CAMERAS

- Installation and Maintenance

- Axis cameras
- Software/Firmware updates
- Labor for parts replacement as needed (does not include parts)

ACCESS CONTROLS

- Installation and Maintenance

AUDIO VISUAL

- Installation and Maintenance

COMMUNICATION SYSTEMS AND INFRASTRUCTURE

- Installation and Maintenance
 - Cell and communication
 - Servers
 - Networking
 - Wireless access points
 - Launch points

FIRE SYSTEM

- Installation and Maintenance

CURRENT MAINTENANCE LOCATION

- City Hall City of Lake Elsinore
- Cultural Center
- Dream Neighborhood Center
- Historical Museum
- Lake Community Center
- Launch Pointe Clubhouse
- Lunch Pointe Main Building/Shop
- McVicker Canyon Park
- Surveillance Mobile Unit
- Planet Youth
- The Anchor
- Senior Center
- Public Works Yard
 - New Admin building
 - Old Admin building
 - Shop
- Parks
 - Rosetta Park
 - Admin building
 - Shop

▪ Snack Bar

- Canyon Hills Community Park
- Swick Matick Park
- Summerly Community Park
- Diamond Stadium + expanded areas
- McVicker Park
- Lakepoint Park
- Machado Park
- Alberhill Park
- Channel Walk
- Christensen Community Park
- City Park
- Creekside Park
- Lincoln Street Park
- Linear Park
- Oak Tree Park
- Rosetta Canyon Sports Park
- Serenity Park & Skate Park
- Summerhill Park
- Summerlake Park
- Tuscany Hills Park
- Yarborough Park
- Boys & Girls Clubhouse at Alberhill Park
- Cultural Center
- Lake Community Center
- Senior Activity Center
- Youth Opportunity Center

COST PROPOSAL

Pricing is good for 30 days.

Payment Terms

| | Annual Cost | Invoice Frequency |
|---|--------------|---------------------------------|
| 1. Maintenance Service Labor as defined in Section A | \$200,000.04 | Paid monthly \$16,666.67 |
| 2. Parts/Equipment additional capital projects covered under this agreement (20% parts markup) | \$174,999.96 | Invoiced as incurred |
| 3. Fire alarm systems monitoring services | \$10,000 | Invoiced monthly |
| 4. Alarm systems monitoring services | \$20,000 | Invoiced monthly |

Section A

AK Security Alarm LLC - Surveillance and Communication System Preventive Maintenance Supporting City's Security and Fire for designated locations

| Category | Description | Schedule | Areas for Improvements |
|----------------------|--|-------------|--|
| Equipment Management | Manage Equipment inventory | Daily | |
| Active Directory | Check for inactive user & computer accounts associated with Security, Alarm, and Fire System | Monthly | |
| Active Directory | Validate Group Policies IT Security Team - Check settings, authorizations, OU Structure | Quarterly | |
| Hardware | Warranty - Check on all equipment associated to Security, Alarm, and Fire System Critical Equipment | Annually | |
| Hardware | Generator - Test Generator | Bi-annually | |
| Hardware | Q-NAP SAN - Check firmware for controller and hard drives | Bi-annually | City to consider cloud redundant storage |
| Hardware | Server: Check BIOS settings (i.e. Time & Date) | Bi-annually | |
| Hardware | Server: Check for new firmware/bios | Bi-annually | |
| Hardware | Cloud Services: Check Resource Consumption | Daily | |
| Hardware | Server/SAN/Networking: Physically check all equipment | Daily | |
| Hardware | Switch - Check fans and power supplies | Daily | |
| Hardware | SAN - Check Volume Usage (thin provisioned) | Monthly | |
| Hardware | UPS - Check Voltage, Utilization, Temp, Humidity, Batteries | Monthly | |
| Hardware | Switches: Check Firmware | Quarterly | |
| Hardware | Firewall Maintenance | N/A | Responsibility of the City's IT |
| Networking | VPN: Check Utilization, Latency & Packet Loss | Monthly | |

| | | | |
|-------------|---|-------------|--|
| Networking | Load Balancers/Application - Check Firmware & Policies | Quarterly | |
| Networking | Spam/Web Filter - Check Firmware & Policies | Quarterly | |
| Networking | WAN (WiFi): Check Utilization, Latency & Packet Loss | Weekly | |
| OS/Software | Change Local Admin Password | Bi-annually | |
| OS/Software | SSL Certificates - Check expiration dates | Bi-annually | |
| OS/Software | Check Backups and Replication | Daily | City to consider cloud redundant storage |
| OS/Software | Antivirus maintenance | Daily | |
| OS/Software | Check Windows Services | Daily | |
| OS/Software | Check Application & System Event Logs | Monthly | |
| OS/Software | Check Server CPU, Memory, Disk & Network Utilization | Monthly | |
| OS/Software | Delete Temp Files (Windows & Users Temp locations) | Monthly | |
| OS/Software | End Point Protection - Check for inactive computer membership | Monthly | |
| OS/Software | Endpoint Protection - Run Clean up Tools if applicable | Monthly | |
| OS/Software | Run Windows Updates | Monthly | |
| OS/Software | Update Software (i.e. Adobe Reader, Flash, Java) | Monthly | |
| OS/Software | Windows Logs - Check (C:\Windows\Logs) especially CBS | Monthly | |
| OS/Software | Check File Shares/Permissions | Quarterly | |
| OS/Software | Backups - Test, Perform VM restore in sandbox environment if applicable | Weekly | |
| Security | End Point Protection - Check Policies & Scan Schedule | Monthly | |
| Security | Security Logs - Check for brute force/unauthorized access | Monthly | |

| | | | |
|-----------------|---|-----------|--|
| Security | Check Domain User Password Policy | Quarterly | |
| Security | Review Firewall Polices (i.e. NAT and Access Rules) | Quarterly | City to provide |
| Security | Review Security Group Memberships | Quarterly | |
| Security | End Point Protection - Check Dashboard and Logs | Weekly | |
| Security | Security Equipment Batteries | Daily | |
| Security | Schedule tests | Monthly | |
| Security | Clean Alarm | Monthly | |
| Security | Check for System Status Updates | Daily | |
| Security | Keep Sensors Clear of Dust and Debris | Daily | |
| Security | Perform Regular Communication and Sensor Testing | Weekly | |
| Security | Inspect sensors | Weekly | |
| Security | Do a perimeter check | Monthly | |
| Security | Check security lights and porch lights | Monthly | City to address lighting issues identified |
| Security | Check batteries in wireless sensors | Weekly | |
| Security | Check batteries in remotes | Weekly | |
| Security | Check batteries in smoke/CO detectors | Weekly | |
| Security | Check batteries on door panels | Weekly | |
| Access Controls | User requests | Daily | |
| Access Controls | Security Logs - Check for brute force/unauthorized access | Monthly | |
| Access Controls | Equipment testing | Monthly | |

| | | | |
|-----------------|---|-----------|--|
| Access Controls | UPS - Check Voltage, Utilization, Temp, Humidity, Batteries | Daily | |
| Audio Visual | Testing firmware | Daily | |
| Audio Visual | Testing sound (microphone, cameras, TVs, Executive conference rooms) | Daily | |
| Audio Visual | System logs and configuration changes | Daily | |
| Audio Visual | Lighting controls review | Daily | |
| Audio Visual | Check equipment before meetings (speakers, microphones) | Daily | |
| Fire | Fire detection devices placed in areas with heavy exposure to dust, smoke or grease are often triggered accidentally, making them seem unreliable | Weekly | |
| Fire | Schedule tests of smoke detectors and fire Alarm | Monthly | |
| Fire | Check how many detectors for the size and layout of a building to ensure they are appropriate for their use | Quarterly | |
| Fire | Running weekly alarm system tests if possible | Weekly | |
| Fire | Notifications to impacted resources of fire test | Weekly | |
| Fire | Checking the batteries in all fire detectors and smoke Alarm | Weekly | |
| Fire | Checking visual displays on the fire alarm panel | Monthly | |
| Fire | Update and test the function of the system and determine any possible methods strengthening or streamlining the integration of fire systems | Quarterly | |
| Fire | Reviewing fire detection device and alarm system service records to ensure that all systems meet current requirements and are fully compliant with NFPA regulations | Monthly | |
| Fire | Testing all voice alarm systems | Monthly | |
| Fire | Testing in-building fire emergency voice/alarm communications | Quarterly | |
| Fire | Testing the fuses and transmitters on the control equipment for your monitored systems | Quarterly | |
| Fire | Follow up. Ensure that fire departments are properly receiving notifications when fire Alarm sound | Annually | |
| Fire | Schedule Annual Fire System Inspections | Annually | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Jones and Company Insurance Agency, Inc. 505 S Villa Real Suite 115 Anaheim Hills, CA 92807 License #: 0E39020 | CONTACT NAME: Derek C. Jones PHONE (A/C, No, Ext): (714)453-2220 FAX (A/C, No): (714)453-2230 E-MAIL ADDRESS: derek@donriskit.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|--------------|--|--|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| INSURED AK SECURITY ALARM, LLC. 11521 TRAILRUN COURT RIVERSIDE, CA 92505 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Penn-Star Ins. Co. (NAIC #10673)</td> <td style="text-align: center;">10673</td> </tr> <tr> <td>INSURER B : California Automobile Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Penn-Star Ins. Co. (NAIC #10673) | 10673 | INSURER B : California Automobile Insurance Company | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Penn-Star Ins. Co. (NAIC #10673) | 10673 | | | | | | | | | | | | | | |
| INSURER B : California Automobile Insurance Company | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 00001432-61172

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | N | CPV0056237 | 08/30/2022 | 08/30/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | N | BA040000076159 | 09/22/2022 | 09/22/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: CITY OF LAKE ELSINORE.****ALL PROJECTS WHERE REQUIRED BY WRITTEN CONTRACT******CERTIFICATE HOLDER****CANCELLATION**

| | |
|---|--|
| CITY OF LAKE ELSINORE 130 S. MAIN ST LAKE ELSINORE, CA 92530 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">(DCJ)</div> |
|---|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT (OTHER THAN CONSTRUCTION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement, or permit, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured or in connection with your premises rented to you.
- However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 3. Only applies to "occurrences" or coverages not otherwise excluded under this policy.
- B. Status as an additional insured for the person or organization to which this endorsement applies:**
1. Commences during the policy period and after such written contract, written agreement or written permit has been executed; and
 2. Ends when:
 - a. Your ongoing operations for that additional insured are completed; or
 - b. The lease of premises expires, or
 - c. This policy is cancelled or otherwise terminates,whichever occurs first.
- C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured;
or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement will not increase the applicable Limits of Insurance shown in the Declarations.

California Automobile Insurance Company
P.O. BOX 10730
SANTA ANA, CA 92711-0730
Customer Service: (800) 503-3724



BUSINESS AUTO POLICY

ADDITIONAL INSURED New Declarations

Effective Date: 09/22/2022

| | |
|--|--|
| NAMED INSURED: AK SECURITY ALARM, LLC 11521 TRAILRUN CT RIVERSIDE, CA 92505-5114 | AGENT: JONES & COMPANY INS AGENCY 505 S VILLA REAL STE 115 ANAHEIM HILLS, CA 92807 (714) 453-2220 |
|--|--|

| SCHEDULE | |
|-------------------------------|--|
| Insurance Company: | California Automobile Insurance Company |
| Policy Number: | BA040000076159 |
| Policy Period: | From: 09/22/2022 to 09/22/2023 at 12:01 AM Standard Time at your mailing address |
| Additional Insured: | CITY OF LAKE ELSINORE |
| Address: | 130 S Main St , Lake Elsinore CA 92530 |
| Endorsements Attached: | CA 20 48 10 13 - Designated Insured |

| AUTOMOBILE LIABILITY PROVIDED | |
|-------------------------------|---|
| Covered Autos: | Symbol 7 - Specifically Described "Autos" |
| Limits of Insurance: | \$1,000,000 CSL |

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: AK SECURITY ALARM LLC
Business Location: 11521 TRAILRUN CT
RIVERSIDE, CA 92505-5114
Owner Name(s): OSCAR GOMEZ

CITY OF LAKE ELSINORE

Administrative Services - Licensing

130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 027138
Business Type: ELECTRICAL CONTRACTOR

Issue Date: 9/13/2022 **Expiration Date:** 9/30/2023

AK SECURITY ALARM LLC
11521 TRAILRUN CT
RIVERSIDE, CA 92505-5114

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE