

SHORT FORM PURCHASE/INSTALLATION CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. Parties: The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

(Name) PROTECTION RESCUE SECURITY SERVICES

(Street Address) 36 VISTA PALERMO

(City/State/Zip) LAKE ELSINORE, CA 92532

(Telephone) 951-245-1974 OR 951-764-9187

(Taxpayer ID #) 95-4325737

(City Business License #) 012597

2. Term: The effective date of this contract is MAY 15, 2018 and it terminates JUNE 30, 2019 unless sooner terminated as provided herein.

3. Contractor's Obligations:

(a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)

SECURITY SERVICES AT CAMPGROUND

(b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s: (Attach extra sheet/s if necessary)

LAUNCH POINTE RV PARK

4. Supplemental Conditions: This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

5. Compensation: Contractor's total compensation for the goods and/or services performed under this Contract is \$68,000.00, to be paid as (**check one**): (1) ☐ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☒ per attached written quote, up to a guaranteed not-to-exceed amount of \$68,000.00.

Task	Amount
1. HOURLY PATROL SERVICES @ \$20.75 PER HOUR	\$24.75 PER HOUR
2.	
3.	
4.	

6. Signatures: These signatures attest the parties' agreement hereto:

CONTRACTOR:

PROTECTION RESCUE SECURITY SERVICES, INC.

Print Name/Title ROBERT EDWARDS - PRES. - CEO

CITY OF LAKE ELSINORE,
a municipal corporation

By: _____
City Manager

By: _____
City Project Manager

Approved as to form: _____

By: _____
City Attorney

Approved as to Content/Insurance: _____

By: _____
City Purchasing Agent/Risk Manager

SUPPLEMENTAL CONDITIONS

1. **Independent Contractor.** It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. **Cancellation.** Either the City or Contractor may cancel this Contract at any time upon giving the other party five (5) calendar days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall City be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
3. **Assignment.** Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. **Indemnity.** Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
5. **Anti-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
6. **Legal Responsibilities.** The Contractor shall keep itself informed of State, and Federal laws and regulations and the Lake Elsinore Municipal Code which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.
7. **Insurance.** During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

7.1 Commercial General and Automobile Liability Insurance.

Contractor, at its own cost and expense, shall maintain commercial general insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, coverage and automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefore, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The following endorsements shall be attached to the policy:

7.1.1 Policy shall cover on an "occurrence basis."

7.1.2 Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

7.1.3 Broad form property damage endorsement must be attached.

7.1.4 Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.

7.1.5 The City, its officers and employees shall be named by endorsement as an additional insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to any loss suffered by Contractor hereunder.

7.2 Worker's Compensation.

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. In the event Contractor is self-insured, it shall furnish the City with a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from the City, the City may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if the City is compelled to

pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

7.3 Additional Insurance Provisions.

Said policies shall constitute primary insurance as to the City, and its officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

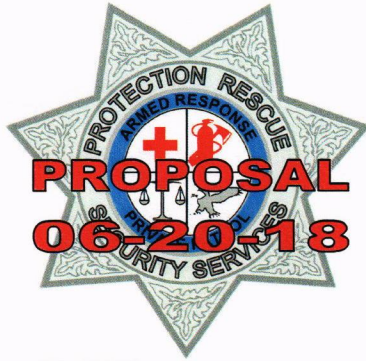
7.4 Coverage Verification.

8.4.1 Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new or renewal policy.

8.4.1 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to immediately terminate the Contract.

8. Payment of 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 1600, 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. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in if inapplicable to the services provided hereunder.



PROTECTION RESCUE SECURITY SERVICES

36 VISTA PALERMO, LAKE ELSINORE, CA 92532
25233 STATE HIGHWAY 74, PERRIS, CA 92570
(951) 245-1974 / (951) 764-9187

CLIENT

City of Lake Elsinore
La Laguna Harbor & Resort Project
130 South Main Street
Lake Elsinore, CA 92530

STATE LIC.# PPO 9035

Attn: Jason Simpson, Director of Administration Services
951-674-3124 ext.362 / jsimpson@lake-elsinore.org

SERVICES PROVIDED



SECURITY OFFICER/ARMED



SECURITY OFFICER/UNARMED



PATROL UNIT/DEDICATED

TASK DESCRIPTION

ONE UNIFORMED ARMED/UNARMED SECURITY PATROL OFFICER POSTED AT THE **LA LAGUNA HARBOR AND RESORT** FACILITIES LOCATED IN LAKE ELSINORE, CA. DUTIES TO PROVIDE HIGH VISIBILITY DETERRENCE AGAINST TRESPASS, CRIMINAL ACTIVITY, MALICIOUS AND/OR UNAUTHORIZED CONDUCT WITHIN SITE FACILITIES & NEWLY CONSTRUCTED PROJECT AREAS, CONTACT OF CITY MANAGEMENT AND/OR EMERGENCY SERVICES WHEN WARRANTED.

ESTIMATED HOURS OF OPERATION:

1 PATROL UNIT / 1 SECURITY OFFICER:

MONDAY THROUGH SUNDAY [7:30PM TO 6:00AM] NIGHTLY (TIME INCREMENT ADJUSTABLE)

TOTAL ESTIMATED HOURS [73.5] WEEKLY

STANDARD STRAIGHT TIME RATE @ \$24.75 PER HOUR

THIS FLAT RATE SHOWN IS AN ALL INCLUSIVE RATE COVERING ALL NORMAL COSTS ASSOCIATED WITH THE PROVISION OF A COMPLETE SECURITY PATROL SERVICE. IN ADDITION TO THE BASIC WAGE, THIS COST COVERS PAYROLL TAXES, LIABILITY INSURANCE, WORKER'S COMPENSATION COVERAGE, **ALL COSTS ASSOCIATED WITH VEHICLE PATROL SERVICES** (MILEAGE, MAINTENANCE, AUTO INSURANCE AND FUEL), UNIFORMS, EQUIPMENT, COMMUNICATIONS AND **ADDITIONAL** AREA SUPERVISION.

ESTIMATED SERVICE CHARGES @ STRAIGHT TIME RATE OF \$24.75 PER HOUR: $73.5 \times \$24.75 = \$1,819.13$

$\$1,819.13$ WEEKLY * $\$7,882.90$ MONTHLY (52 WEEK AVERAGED) * $\$94,594.76$ ANNUALLY

NOTE: NO TERM LIMIT, MAY TERMINATE UPON 30 DAYS NOTICE (RECOMMENDED) WRITTEN AND/OR VERBAL
ESTIMATE DOES NOT INCLUDE **ALL FEDERAL HOLIDAYS @ PREMIUM RATE**
CERTIFICATE OF ADDITIONAL INSURED INCLUDED @ NO EXTRA CHARGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2018

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 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 El Dorado Insurance Agency, Inc. El Dorado Security Services Insurance Agency PO Box 66571 Houston TX 77266	CONTACT NAME: Jennifer Leroy PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: jleroy@eldoradoinsurance.com
INSURED Protection Rescue Security Services 36 Vista Palermo Lake Elsinore CA 92532	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World National Assurance Company INSURER B: Berkshire Hathaway Guard Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Blanket AI (3/18) REVISION NUMBER:

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 <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5200-2193-00	3/22/2018	3/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		ROWC954431	3/11/2018	3/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subject to a signed and dated written contract or written agreement that includes an additional insured requirement, certificate holder is an additional insured (CG 20 10 07/04).

CERTIFICATE HOLDER

City of Lake Elsinore
130 S Main Street
Lake Elsinore, CA 92530

CANCELLATION

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

R.L. Ring, Jr./JL03

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PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE
COMMERCIAL

Named insured

PROTECTION RESCUE
SECURITY SERVICES INC
36 VISTA PALERMO
LAKE ELSINORE, CA 92532

Policy number: 02614446-6

Underwritten by:

United Financial Cas Co

September 10, 2018

Policy Period: Sep 8, 2018 - Sep 8, 2019

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progressiveagent.com

Online Service

Make payments, check billing activity, print
policy documents, or check the status of a
claim.

1-800-444-4487

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal
Declarations Page
Your policy period has changed

Your coverage began on September 8, 2018 at 12:01 a.m. This policy expires on September 8, 2019 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852CA (09/06), 4759CA (09/06), 4757 (03/05), 1890 (03/08), 1891 (03/08), 1198 (01/04), Z313 (05/07), 4852CA (10/04), 4881CA (12/04) and Z228 (01/11).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$15,756
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Hired Auto Liability To Others			94
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Employer Non-Owned Auto Liability To Others			83
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	\$1,000,000 combined single limit		2,698
Uninsured Motorist Property Damage	\$3,500 each accident	\$0	449
Medical Payments	\$5,000 each person		620
Roadside Assistance			284
See Auto Coverage Schedule			
Subtotal policy premium			\$19,984.00
California Vehicle Assessment Fee			12.32
Fees			100.00
Total 12 month policy premium and fees			\$20,096.32
Discount if paid in full			-2527.00
Total 12 month policy premium if paid in full			\$17,569.32
Number of Employees: (0-10)			
Cost of Hire: \$5,000 or less (if any)			

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: PROTECTION RESCUE SECURITY SERVICES, INC.

Business Location: 36 VISTA PALERMO
LAKE ELSINORE, CA 92532

Owner Name(s): Robert R Edwards

PROTECTION RESCUE SECURITY SERVICES, INC.
36 VISTA PALERMO
LAKE ELSINORE, CA 92532

CITY OF LAKE ELSINORE

Administrative Services - Licensing

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

BUSINESS LICENSE NO. 012597

Business Type: SECURITY SERVICE & PATROL

Description: SECURITY GUARD AND PATROL SERVICES

Issue Date: 9/1/2018

Expiration Date: 8/31/2019

TO BE POSTED IN A CONSPICUOUS PLACE

THIS IS YOUR LICENSE • NOT TRANSFERABLE