

**Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: **Intelesys Communications
Services
3155 Sedona Court, Suite B
Ontario, CA 91764**

DATE: July 1, 2024
PROJECT DIR#: N/A

TITLE: **Information Technology Management Services and Support**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Services and Cost Proposal provided by Intelesys Communications Services and in accordance with Exhibit B – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$109,570.00

Term: One (1) year from the effective date above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, (sometimes referred to herein as "District") a copy will be promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
Intelesys Communications Services
(Business Name)

By: 
Brian E. Macy, PE
Title General Manager

By: Aaron Betts
Aaron Betts (Jun 10, 2024 08:42 PDT)
Aaron Betts
Title Operations Manager/COO

Other authorized representative(s):
Arturo Ceja
Director of Finance

Other authorized representative(s):

Kurt Kettenacker
Innovation and Technology Manager

Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers against any and all liability from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. The Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above.
- e. **Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing:

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property

damage, bodily injury, personal and advertising injury with limit of at least coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.
4. **Cyber Liability Insurance** (Technology Professional Liability - Errors and Omissions), with limits of not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Mission Springs Water District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Mission Springs Water District. The Mission Springs Water District may require the Consultant to provide proof of

ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Member Water Agency.

Required Provisions:

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
 - **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- g. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.
- h. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other Authorized Representative(s)."
- i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- j. Consultant hereby specifically represents and warrants to District that it possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. Professional permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including but not limited to Cal/OSHA requirements.
- k. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant's "Authorized Representative(s)" has (have) the authority to execute such written change for Consultant.
- l. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder ("Written Products") shall be considered to be "works made for hire", and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of

Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

- m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- n. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.
- o. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- p. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- r. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- s. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- t. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.
- u. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.

- v. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- w. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- x. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- y. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- aa. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations, or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- bb. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- cc. Consultant will act hereunder as an independent consultant. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.
- dd. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.
- ee. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Contract Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.
- ff. Consultant shall promptly advise the Contract Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.

- gg. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.

EXHIBIT A

Managed Services Proposal



The Information Technology Services Solution by Intelesys offers a 360-degree answer to your organization's IT needs. Our diverse engineer pool delivers specialists in every IT area, focused on technologies used by local municipalities.

CLIENT	Mission Springs Water District	BILLING ADDRESS	Desert Hot Springs, CA.
AGREEMENT TERM	12 months with (2) 12 month renew options	Network Hardware	19 laptops (Microsoft Surface, Lenovo, HP) 1 VM (used by Unidata developer) 32 desktops 18 iPads 50 District smartphones (iOS/Android) 3 Physical Servers with 10 Images
Switching and Routing	3 Layer-3 Switches 2 firewalls 14 Layer-2 Switches 10 Wireless Access Points 3 PtP Wireless Network Pairs 5 NAS units 1 Network NVR 26 Desk Phones		
Managed Services Quote	Monthly Managed Services Agreement Onsite technician 2 Days/week Reimbursable expenses Subtotal Government discount Total Monthly Cost		
			Included \$ 10,145 \$ (2,536) \$ 7,609
Included Services:			
Full-Service help desk			
<ul style="list-style-type: none">Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolutionStaffed with Level 1, 2, and 3 CJIS Certified engineersOnsite escalation provided as needed			
Desktop hardware and software maintenance			
<ul style="list-style-type: none">Review of all process logs for normal execution and performance.Preparation of reports and outputs for distribution on next regular work day.Review of security logs and for unusual activity.Keeping and maintaining records on hardware assets: Acquisition date, Warranty date, maintenance agreement location, maintenance and repair contact number.Patch management.			
Network and Systems Support			
<ul style="list-style-type: none">Network is defined to include all District switches, hubs, routers, bridges, repeaters, firewalls, servers, AP’s etc.Maintenance of network cabling within District facilities including patch management.Network and network device performance monitoring, diagnostics, and tuning.Network and network device configuration and version updates to keep within two versions of current.Network and network device configuration management and record keeping.Network, network device and server capacity monitoring and planning.Firewall monitoring for intrusion attempts, attacks, viruses, etc.Firewall configuration and version updates.Server OS configuration and version updates to keep within two versions of current.			

Documentation

- Monthly report on SLA performance and ticket volume
- Network hardware inventory for all managed devices with release dates, patch status and system life report
- Network device configurations and network layout map

District to provide (Intelesys to bid, procure, and implement if not currently in place)

- Enterprise Anti-Virus solution – Intelesys to bid top three government products utilizing government purchase rates and work with client to select appropriate solution if one does not exist
- Enterprise Email filter - Intelesys to bid top three government products utilizing government purchase rates and work with client to select appropriate solution if one does not exist
- Enterprise back-up solution - Intelesys to design and bid top three government products utilizing government purchase rates and work with client to select appropriate solution if one does not exist
- Enterprise DR solution - Intelesys to design and bid top three government products utilizing government purchase rates and work with client to select appropriate solution if one does not exist
- Active support agreements required for major network hardware and infrastructure

Deliverables

- Deliver expected annual expense forecast for district budget process
- Perform annual network assessment with full reporting
- Track system support status and extended warranty cost
- IT Satisfaction Survey – Statistical and end user measurement
- Perform annual CJIS audit to confirm network compliance

TOTAL MONTHLY RECURRING: \$7,609

EXHIBIT B

Term, Early Termination & Notice

Information Technology Management Services and Support

A. Term of Agreement

This professional services agreement shall be effective upon approval and execution by the parties hereof (the "effective date") and shall continue until terminated as provided for herein. Notwithstanding anything in this agreement to the contrary, this agreement shall automatically terminate after one (1) year from the effective date, unless extended by the parties with the approval of the Mission Springs Water District (sometimes referred to herein as "District").

B. Early Termination of Agreement

Notwithstanding any other provision of this agreement, Mission Springs Water District, at its sole option, may terminate this agreement with or without cause, or for no cause or for convenience at any time by giving thirty (30) days written notice to Consultant.

District has the right to terminate or abandon any portion or all the work under this Agreement by giving thirty (30) days written notice to Consultant. In such event, District shall immediately be given possession, title and access to all administrative accounts and data (including any passwords) required, necessary or desirable for complete access to and management of any data/asset/service created, stored, maintained or setup for the District, all original field notes, drawings and specifications, written reports, and other documents and data produced or developed for that portion of the work completed and/or being abandoned. The District will pay Consultant at the agreed upon rate set forth in the Schedule of Charges rendered for any portion of the work completed prior to termination where the District finds the work acceptable. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services deemed acceptable by District will be pursuant to the rates set forth in the Schedule of Charges but not to exceed the reasonable value of such services. The District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or work deemed unacceptable by District and shall not be entitled to damages or compensation for termination of work.

Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) days written notice to the District only in the event of substantial failure by the District to perform in accordance with the terms of this Agreement through no fault of Consultant.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and Intelesys Communications Services.

OWNER

Attn: Brian E. Macy
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONSULTANT

Attn: Aaron Betts, Operations Manager
Intelesys Communications Services
3155 Sedona Court, Suite B
Ontario, CA 91764



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2024

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 Lake Insurance Agency 653 South B Street Lic #0747473 Tustin CA 92780	CONTACT NAME: Athena Stark PHONE (A/C, No, Ext): (714) 361-4468 E-MAIL ADDRESS: Athena@lakeins.com FAX (A/C, No): (714) 361-4468														
INSURED ICS Intelesys, Inc. DBA: Intelesys Communications, IntelesysOne 3155-B East Sedona Ct Ontario CA 91764	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER B: National Fire Insurance Co. of Hartford</td><td>20478</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: Continental Casualty Company	20443	INSURER B: National Fire Insurance Co. of Hartford	20478	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B: National Fire Insurance Co. of Hartford	20478														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 24-25 GLBA UmbTechE&O

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"/> Includes Contractual Liab. <input checked="" type="checkbox"/> Per Project Agg. (If appl.) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6045345152	5/28/2024	5/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$500 Comp. Ded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 Coll. Ded			6045345166	5/28/2024	5/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ACV Minus Deductible(s) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6045345183	5/28/2024	5/28/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O Includes Media Info.Risk(Cyber),Network			7013240538 Claims Made	5/28/2024	5/28/2025	Limit(Each Claim): \$2,000,000 Limit(Aggregate): \$2,000,000 SIR:\$10,000 Retro:12/26/18

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

RE: Information Technology Management Services and Support

Mission Springs Water District, its directors, officers, employees, and authorized volunteers as Additional Insured, including Completed Operations, Primary/Non-contributory, and 10 Days Notice of Cancellation per policy provision, Umbrella follow forms, in respects to work performed by Named Insured and/or as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Mission Springs Water District 66575 Second Street Desert Hot Springs, CA 92240	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 J Holmes, ARM/ATHENA
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED
OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

Mission Springs Water District

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

A. The following is added to Paragraph C. Who Is An Insured:

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

- B.** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- 1. 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; and
- (b) Supervisory, inspection, architectural or engineering activities.

- 2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance **would be primary** and would **not seek contribution** from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

**CHANGES - NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail written notice of cancellation or material change at a minimum of thirty (30) days prior to such cancellation or material change, to:

SCHEDULE
Name of Designated Entity: <u>Mission Springs Water District</u>
Address/Contact Information of Designated Entity: <u>66575 Second Street Desert Hot Springs CA 92240</u>

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

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend any rights or obligations under this policy.
2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal, at the same time notice is given to the first Named Insured.
3. If we cancel or elect not to renew this policy for nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be provided before or after the effective date of cancellation or nonrenewal.
4. Failure to give notice in accordance with the terms of this endorsement does not:
 - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
 - b. Render such cancellation or nonrenewal ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.

All other terms and conditions of the Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A.1.**, and for all medical expenses caused by accidents under **COVERAGE A.2.**, which can be attributed only to ongoing operations at a single "project":
1. A separate "Project" General Aggregate limit applies to each "project." The "Project" General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
 2. The "Project" General Aggregate limit is the most we will pay for the sum of all damages payable under **COVERAGE A.1.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under **COVERAGE A.2.** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A.1.** for damages or under **COVERAGE A.2.** for medical expenses shall reduce the "Project" General Aggregate limit for the applicable "project." Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any "Project" General Aggregate limit applicable to other "projects."
 4. The limits shown in the Declarations for Liability and Medical Expenses, Damage to Premises Rented to You, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the
- Declarations, such limits will be subject to the applicable "Project" General Aggregate limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences," and for all medical expenses caused by accidents, which cannot be attributed only to ongoing operations at a single "project":
1. Any payments made under **COVERAGE A.1.** for damages or under **COVERAGE A.2.** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products/Completed Operations Aggregate limit, whichever is applicable; and
 2. Such payments shall not reduce any "Project" General Aggregate limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any "Project" General Aggregate limit.
- D.** If a "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project."
- E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.
- F.** The following definition is added to Section F. Liability and Medical Expenses Definitions:
- "Project"** means "your work" at location(s) away from premises owned or rented to you.

POLICY NUMBER	INSURED NAME AND ADDRESS
B 6045345183	ICS INTELESYS, INC.
	3155 SEDONA CT STE B
	ONTARIO, CA 91764

POLICY LIMITS OF INSURANCE

Each Incident: \$2,000,000 Aggregate: \$2,000,000

RETAINED LIMIT

Retained Limit: \$10,000

SCHEDULE OF UNDERLYING INSURANCE

Underlying Insurer Policy Number Policy Period	Underlying Insurance	Coverages	Limits of Insurance
Continental Casualty Company 6045345152 Eff: 05/28/2024 to 05/28/2025	General Liability	Each Occurrence Limit General Aggregate Limit Applies per location Applies per project Products/Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
National Fire Ins Co. Hartford 6045345166 Eff: 05/28/2024 to 05/28/2025	Automobile Liability	Combined Bodily Injury and Property Damage Liability: Each Accident Limit -----or----- Bodily Injury Liability: Each Person Limit Each Accident Limit Property Damage Liability: Each Accident Limit	\$1,000,000 ----- \$ \$ \$
EMPLOYERS PREFERRED INS CO Company SMC002348018 Eff: 10/22/2023 to 10/22/2024	Employers Liability	Bodily Injury By Accident: Each Accident Limit Bodily Injury By Disease: Each Employee Limit Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000

In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2024

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 CALIFORNIA INSURANCE MARKETING 1042 PASEO DEL SOL		CONTACT NAME: Ruben Hernandez PHONE (A/C, No, Ext): (909) 645-8447 E-MAIL ADDRESS: ruben@californiainsurancemarketing.com		FAX (A/C, No): (951) 922-6828
BANNING CA 92220		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ICS INTELESYS INC, DBA: INTELESYS ONE 3155-B SEDONA COURT ONTARIO CA 91764		INSURER A: Employers Preferred Insurance Company		10346
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

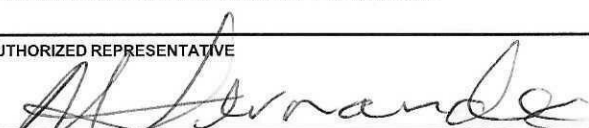
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	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 checked="" type="checkbox"/> Y	N/A	SMC002348019	10/22/2023	10/22/2024	<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)

CERTIFICATE HOLDER**CANCELLATION**

MISSION SPRINGS WATER DISTRICT 66575 SECOND STREET DESERT HOT SPRINGS CA 92240		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 
--	--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



EMPLOYERS PREFERRED INS. CO.
A Stock Company

Workers' Compensation and Employers Liability
Insurance Policy

Policy Number	Policy Period
SMC 0023480 19	From 10/22/2023 To 10/22/2024
12:01 A.M. Standard Time at the address of the insured as stated herein	

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier #	31283	WCIRB CARRIER#	00920	PRIOR POLICY NUMBER SMC002348018
1. Named Insured and Address			Agent	
ICS INTELESYS INC 3155-B EAST SEDONA COURT ONTARIO CA 91764			ROAMNET INS MARKETING PROG 7238700 3110 E GUASTI ROAD SUITE 500 ONTARIO, CA 91709	
			Telephone: 9099876111	
Customer #	Carrier # 31283	FEIN # 954583269	Risk ID #	Entity of Insured CORPORATION

Additional Locations:

2. The Policy Period is from 10/22/2023 to 10/22/2024 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:
- | | | | |
|---------------------------|----|-----------|---------------|
| Bodily Injury by Accident | \$ | 1,000,000 | each accident |
| Bodily Injury by Disease | \$ | 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ | 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	750	Expense Constant	\$	160
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	5,519

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this Day of ,

Issued Date: 09/12/2023

Issuing Office **EMPLOYERS PREFERRED INS. CO.**
P.O. BOX 539003
HENDERSON, NV 89053-9003

Authorized Representative

Issued Date 09/12/2023
WC990630 (5/98 Ed.)

AGENT COPY



EMPLOYERS PREFERRED INS. CO.
A Stock Company
P.O. BOX 539003
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: SMC 0023480 19

Named Insured: ICS INTELESYS INC

Agent: ROAMNET INS MARKETING PROG 7238700

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
California				
Rating Period: 10/22/2023 through 10/22/2024				
Site 00001				
5191	OFFICE MACHINE OR POINT OF SALE EQUIPMENT INSTALLATION SERVICE OR REPAIR - N.O.C. - SHOP AND OUTSIDE	82,627	3.880000	3,206.00
8742	SALESPERSONS-OUTSIDE	0	0.660000	0.00
8810	CLERICAL OFFICE EMPLOYEES-N.O.C.	719,838	0.450000	3,239.00
Site 00001 Total			\$	6,445.00
Total of Sites for Rating Period			\$	6,445.00
Rating Period Total			\$	6,445.00
Rating Period: 10/22/2023 through 10/22/2024				
0930	WAIVER OF SUBROGATION	6,445	0.020000	250.00
9887	SCHEDULE CREDIT	6,695	0.210000	-1,406.00
9707	YEARS IN BUSINESS, YEARS IN INDUSTRY RATING MODIFICATION	5,289	0.120000	-635.00
0900	EXPENSE CONSTANT			160.00
0936	STATE W.C. FRAUD ASSESSMENT	5,215	0.004679	24.00
0935	STATE W.C. ADMINISTRATIVE ASSESSMENT	5,215	0.025208	131.00
0937	CA INSURANCE GUARANTY	5,215		
0938	CA UNINSURED EMPLOYERS FUND	5,215	0.001372	7.00
0939	CA SUBSEQUENT INJURY FUND	5,215	0.013703	71.00
0940	OSHF ASSESSMENT	5,215	0.006572	34.00
0943	LABOR ENFORCEMENT & COMPLIANCE	5,215	0.007011	37.00
9741	CATASTROPHE PREMIUM	802,465	0.020000	160.00
9740	TERRORISM PREMIUM	802,465	0.030000	241.00
Rating Period Total			\$	926.00-
State Total			\$	5,519.00
Policy Total			\$	5,519.00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization**Job Description**

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 10/22/2023 at 12:01 AM standard time, forms a part of
Policy No. SMC 0023480 19 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 00920

Issued to ICS INTELESYS INC

Endorsement No.

Premium

Countersigned at _____ on _____ By:  _____

Authorized Representative

WC 04 03 06

(Ed. 4-84)

© 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

AM Best Rating Services

National Fire Insurance Company of Hartford

BestLink 

AMB #: 002129 NAIC #: 20478 FEIN #: 060464510

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
[United States](#)

Web: www.cna.com
Phone: 312-822-5000
[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 018313 - CNA Insurance Companies](#)
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [050177 - Loews Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2023
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2023
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
--------------------------	--

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Elizabeth Blamble

Director: Alan Murray

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries](#)

December 15, 2023

View AM Best's [Rating Review Form](#)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Effective Date	Rating
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A
July 14, 2020	A
July 11, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+
July 14, 2020	a+
July 11, 2019	a+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018313 - CNA Insurance Companies](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Dec 15, 2023	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Aug 17, 2023	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Aug 04, 2022	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 08, 2021	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Mar 26, 2021	AM Best Comments on Credit Ratings of CNA Financial Corporation Following Cybersecurity Attack
Jul 14, 2020	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 11, 2019	AM Best Upgrades Issuer Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 05, 2018	A.M. Best Revises Issuer Credit Rating Outlook to Positive for CNA Financial Corporation and Its Subsidiaries

1

2

3

Page size: 10

29 items in 3 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Dubai Disclosures

A.M. Best Europe - Rating Services Ltd. – DIFC Branch is a Credit Rating Agency registered with and regulated by the Dubai Financial Services Authority (DFSA).

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best's Credit Ratings](#).



[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Media Relations](#) | [Mobile App](#) | [Offices](#) | [Press Releases](#) | [Social Media](#)
[Accessibility Statement](#) | [Cookie Notice](#) | [Legal & Licensing](#) | [Privacy Notice](#) | [Regulatory Information](#) | [Site Map](#) | [Terms of Use](#)

Copyright © 2024 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

AM Best Rating Services

Continental Casualty Company

BestLink 

AMB #: 002128 NAIC #: 20443 FEIN #: 362114545

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606
[United States](#)

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: [AMB #: 018313 - CNA Insurance Companies](#)
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [050177 - Loews Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2023
Initial Rating Date:	June 30, 1922

Best's Credit Rating Analyst

Rating Office:	A.M. Best Rating Services, Inc.
Senior Financial Analyst:	Elizabeth Blamble
Director:	Alan Murray
Note:	See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2023
Initial Rating Date:	June 21, 2005

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form
Press Release
AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
December 15, 2023
View AM Best's Rating Review Form

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
--------------------------	--

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A
July 14, 2020	A
July 11, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+
July 14, 2020	a+
July 11, 2019	a+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
018313	CNA Insurance Companies (G)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
	Rating Unit	
086431	Continental Casualty Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018313 - CNA Insurance Companies](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

Date	Title
Dec 15, 2023	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Aug 17, 2023	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Aug 04, 2022	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 08, 2021	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Mar 26, 2021	AM Best Comments on Credit Ratings of CNA Financial Corporation Following Cybersecurity Attack
Jul 14, 2020	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 11, 2019	AM Best Upgrades Issuer Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 05, 2018	A.M. Best Revises Issuer Credit Rating Outlook to Positive for CNA Financial Corporation and Its Subsidiaries

1

2

3

4

Page size: 10

32 items in 4 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the

Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Dubai Disclosures

A.M. Best Europe - Rating Services Ltd. – DIFC Branch is a Credit Rating Agency registered with and regulated by the Dubai Financial Services Authority (DFSA).

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best's Credit Ratings](#).



[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Media Relations](#) | [Mobile App](#) | [Offices](#) | [Press Releases](#) | [Social Media](#)
[Accessibility Statement](#) | [Cookie Notice](#) | [Legal & Licensing](#) | [Privacy Notice](#) | [Regulatory Information](#) | [Site Map](#) | [Terms of Use](#)

Copyright © 2024 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.