

OFFICE OF THE CITY CLERK

Safeguard all official records of the City.

Conduct municipal elections and oversee legislative administration.

Provide reliable, accurate, and timely information to the

City Council, staff, and the general public.

Bao Nguyen Mayor

Steven R. Jones Mayor Pro Tem

Christopher V. Phan Council Member

> Phat Bui Council Member

> Kris Beard Council Member

November 30, 2015

Cornerstone Communications & Public Relations, Inc. 1 Wrigley
Irvine, CA 92618

Attention: Bill Rams

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Cornerstone Communications & Public Relations, Inc. to provide public relations and public relations and public information services.

Sincerely,

Kathleen Bailor, CMC City Clerk

By: Teresa Pomeroy, CMC

Deputy City Clerk

Enclosure

c: Finance Department Finance Department/Purchasing Police Department

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25 day of Cover, 2015, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and CORNERSTONE COMMUNICATIONS & PUBLIC RELATIONS, INC., a California corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
- 2. CITY desires to utilize the services of CONSULTANT to furnish specified public relations and public information services.
- 3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.
- 4. CITY does not have the personnel/expertise to perform the services required under this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Term and Termination**. The term of the agreement shall be for period of one (1) year from full execution of the Agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with Proposal, which is attached to this Agreement as Attachment "A" and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
- Services to be Provided. The services to be performed by CONSULTANT shall
 consist of tasks as set forth in the Proposal. The Proposal and this Agreement
 do not guarantee any specific amount of work.
- 3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 <u>AMOUNT</u>. CITY shall compensate CONSULTANT at the fixed flat rate of Four Thousand Dollars (\$4,000.00) per month, payable in arrears and in accordance with proposal in Attachment "A". Total Compensation under this agreement shall not exceed Forty Eight Thousand Dollars (\$48,000.00).

- 3.2 <u>Payment</u>. For work under this Agreement, payment shall be made monthly per invoice submitted by CONSULTANT.
- 3.3 <u>Records of Expenses</u>. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 <u>Termination</u>. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. <u>Insurance requirements</u>.

- 4.1 <u>COMMENCEMENT OF WORK</u>. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONSULTANT and all sub-consultants shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 <u>INSURANCE AMOUNTS</u>. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$5,000,000.00 per occurrence (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$5,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

Professional liability in an amount not less than \$1,000,000. (c) Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of

any default or breach by CITY, or for any amount which may become due to CONSULTANT.

- 6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. **Independent Contractor**. It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all CONSULTANTs and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards.
- 9. <u>Disclosure of Documents</u>. All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by the CITY.
- 10. Ownership of Work Product. All documents, content, code, data, or other information developed or received by CONSULTANT pursuant to this Agreement shall be the property of the CITY and shall not be the subject of an application for copyright by or on behalf of CONSULTANT. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
- 11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (CONSULTANT)
 Cornerstone Communications & Public Relations, Inc.
 Attention: Bill Rams
 1 Wrigley
 Irvine, CA 92618
 - b. (Address of CITY)
 City of Garden Grove
 11222 Acacia Parkway
 Garden Grove, CA 92840

(with a copy to): Garden Grove City Attorney 11222 Acacia Parkway Garden Grove, CA 92840

- 13. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 14. <u>Licenses, Permits, and Fees</u>. At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
- 15. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
- 16. **<u>Time of Essence.</u>** Time is of the essence in the performance of this Agreement.
- 17. Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
- 18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- 19. **Indemnification.** CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent

1000014.1 5

contractors hired by CONSULTANT. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

- 20. <u>Modification</u>. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual agreements executed by the CITY and CONSULTANT.
- 21. **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
- 22. <u>California Law</u>. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

1111

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have year shown below.	e executed this Agreement on the day and
Date: 11/25/15	"CITY" CITY OF GARDEN GROVE
	By: Mr. Manager
ATTESTED:	
Kathoren Baran City Clerk	
Date: November 30,2015	
Ducc	"CONSULTANT"
	CORNERSTONE COMMUNICATIONS
•	& PUBLIC RELATIONS, INC.
	By:
S.	Name: William J. Rains
	Title: Principal/Presider
	Date: 11/6/15
	Tax ID No. 27-1917023
	If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.
APPROVED AS TO FORM:	
Garden Grove City Attorney	

11-18-15 Date Attachment "A"



GARDEN GROVE POLICE DEPARTMENT

PROPOSAL FOR COMMUNICATIONS/SOCIAL MEDIA SERVICES
Oct. 12, 2015

Prepared For: Todd D. Elgin

Police Chief

Prepared By: Cornerstone Communications

Bill Rams

Project Overview

Like many police departments, Garden Grove PD is evolving the way it communicates with stakeholders during a time of significant change in the media and how community members access information. GGPD recognizes the importance of the best possible communications infrastructure and strategy in place to achieve the following goals:

- Share news and information about the police department and public safety in a timely way
- Provide residents and businesses with information on how they can participate in public safety initiatives
- Raise and strengthen GGPD's profile at the local and regional level
- · Recruit and retain top talent
- · Enhance morale
- · Partner with the business community and key stakeholders to fight crime
- Employ communications strategies to help build a sustainable, thriving police department

For more than a year, GGPD has also participated in BehindTheBadgeOC.com, a new website that shares news, feature stories and opinions from a public-safety perspective. Cornerstone Communications has enjoyed working with GGPD to plan and execute a proactive communications program to help develop positive and productive relationships with key stakeholders and community at large. Thus far, the site has logged more than 1 million unique visits, amassed a following of more than 23,000 people on Facebook and many of its stories have been picked up by the mainstream media, including a profile of GGPD Officer Sean Salazar, which was re-published on news sites around the globe.

Audiences

- The community
- Current members of the department
- Policy leaders
- Potential recruits
- Business Community
- The media

At <u>Cornerstone Communications</u>, we understand the importance of developing and implementing a communications plan that will help educate and strengthen the police department's reputation and relationship with the community. We have assembled a

team of highly qualified communications professionals who will work closely with you to develop and implement initiatives to help the organization accomplish its goals.

Scope of Work

- Maintain GGPD's presence on <u>BehindTheBadgeOC.com</u>.
 - Cornerstone has created a site that demonstrates the department's
 community-focused and transparent commitment to making the city as
 safe as possible. The news site links to the police department's website and
 social media site and offers detailed information about the department helping it achieve its transparency goals.
 - Share GGPD's news and features on BTB's social media, including Facebook, Twitter and Instagram.
- 2. Ongoing content development
 - Cornerstone will continue producing ongoing news stories.
 - The content will be shared with the media.
 - Cornerstone will continue to advise the PD regarding its social media content strategy.
- 3. Crisis communications counsel
 - Cornerstone will be available to provide messaging assistance in crisis situations as they arise.
- 4. Press release and internal communications assistance
 - Cornerstone will assist the PIO in drafting press releases and be available to write and assist with internal communications.
 - Cornerstone will also provide consultation related to the PD's annual report.

Team Members

Cornerstone Communications is a boutique communications firm specializing in strategic communications, media relations and community outreach.

Our partners possess more than 35 years of combined experience and a proven success record in performing numerous communications and community relations programs. Our successful approach and high ethical standards help our clients increase awareness, build trust and accomplish their communications goals.

Here are the key team members:

BILL RAMS, MEDIA RELATIONS AND SOCIAL MEDIA

Bill Rams is a senior-level communications executive with extensive media relations experience. Merging traditional tactics and new tools such as social media, he has developed and managed successful communications programs that directly led to increased profits for private clients in real estate, law and education and heightened awareness for public ones in municipal government and law enforcement. He spent five years as a media relations director at Irvine Company - and nine years before that as a police and investigative reporter at the Orange County Register. Bill serves as a crisis counselor to police chiefs throughout the state, a service offered through the California Police Chiefs Association. He founded and served as publisher of Behind the Badge, a magazine geared toward California police chiefs. Bill also writes a police-focused column for the Anaheim Bulletin and Fullerton News-Tribune, two of Orange County Register's community newspaper. Over the past seven months, he led Fullerton Police Department's strategic communications efforts to prepare for publicity surrounding a criminal trial involving two former police officers. He also provided strategic communications guidance to Anaheim police officials following the city's summer of civil unrest in 2011, and led a communications and media audit and training for the Berkeley Police Department.

KATHLEEN FREED, COMMUNICATIONS STRATEGY & BRANDING

Ms. Freed is a senior-level communications executive with extensive experience in the public and private sectors. She has proven success in designing and managing multifaceted communications campaigns that includes media relations, internal communications, community relations, event planning, and interactive marketing. Ms. Freed spent ten years working for an elected official where she served as a policy advisor on transportation, land use planning, and environmental issues. She also served as an advisor to the County's CEO during a time of fundamental change for the organization. She led the design and implementation of an integrated strategic planning process that resulted in corporate visioning, restructuring, business planning and performance measurements. During her tenure at the Irvine Company she provided strategic counsel on approach, positioning and execution of the company's open space and education campaigns which were designed to support business plan goals and reinforce the company's brand. She directed community communications efforts on The Irvine Ranch that resulted in securing governmental entitlements for more than a

dozen major projects, including 30,000+ housing units, millions of square feet of office and retail development, and a world-class luxury resort on Newport Coast. Ms. Freed also oversaw a yearlong branding initiative to redefine and communicate the company's core mission, vision, message platform and positioning. As a result she directed the complete redesign of the corporate Web site, including message development, positioning and use of video testimonials.

JOHN CHRISTENSEN, PUBLICITY & MEDIA RELATIONS

John Christensen begins his 23rd year as a strategic communications leader and serves as a principal of Cornerstone Communications. Christensen co-founded Cornerstone Communications after serving nine years at the Irvine Company, one of the nation's largest and most respected private real estate companies. As vice president of media relations, Christensen managed the company's daily media relations and crisis management. He provided strategic communications counsel to senior management and participated in the creation of communication strategies and initiatives to advance the company's efforts to secure development approvals and maintain the company's image. Christensen coordinated and directed the media relations coverage of the announcement and event activities surrounding the designation of The Irvine Ranch as a California Natural Landmark and National Natural Landmark. Christensen joined the Irvine Company after spending a decade with the Portland Trail Blazers of the National Basketball Association. As the Director of Sports Communications, he served as the club's liaison between the media and the team, coordinating requests from local, national and international media. He also was responsible for game-day media accommodations, news conferences and the production of team information.

Project Fees

Ongoing social media/media strategy, web and content development, crisis counsel: \$4,000/month for 12 months - with GGPD having the option to renew.

References

Dan Hughes Chief of Police City of Fullerton

(714) 738-6825, dhughes@ci.fullerton.ca.us

Raul Quezada Chief of Police City of Anaheim (714) 765-1601, rquezada@anaheim.net

David Maggard
City of Irvine
Chief of Police
Past President
California Police Chiefs Association
(714) 724-7101, dmaggard@ci.irvine.ca.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ACORD [®] CER	TIFIC	ATE OF LIAB	SILITY	INSON	ANGL	1 1	0/23/2015 DER THIS	
LO A MATTI	ER OF IN	FORMATION ONLY AN	D CONFE	RS NO RIGH	TS UPON T	AFFORDED BY THE PO	DLICIES	
THIS CERTIFICATE IS ISSUED AS A MATTE CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN	OR NEG	ATIVELY AMEND, EXT	CONTRA	CT BETWEE	N THE ISSU	NG INSURER(S), AUTH	ORIZED	
BELOW. THIS CERTIFICATE OF INSURAN	CE DOES	TIFICATE HOLDER	COMMO			THE WAR	aublect to	
REPRESENTATIVE OR PRODUCER, AND T	ADDITIO	NAL INSURED, the pol	icy(ies) n	nust be endo	rsed. If SUI	ROGATION IS WAIVEL	er rights to the	
MPORTANT: If the certificate holder is an the terms and conditions of the policy, cer	tain polic	les may require an end	dorsemen	it. A stateme	ent on this c	attilicate does not com	01 11g.110	ı
certificate holder in lieu of such endorsem	ent(s).		CONTACT	Nancy Va	allo			
		ic Nancy F	CONTACT NAME: PHONE	Nancy v.		FAX (A/C, No): 71	4-258-2820	
Peter Green Insurance Ay	Peter Green Insurance Agency LLC NUICG			(AIC. No. Ext):				
3151 Airway Ave., Suite F				ADDRESS: nancy@pglallc.com PGTGTC INSURER(S) AFFORDING COVERAGE NAIC #				
Costa Mesa, Ca 92020	Costa Mesa, Ca 92626			INSURERA: Travelers A++, XV (-) 19070				
License #: 0G81352					t North Ar	nerica AXIII	423 10	-
				HISCOX USA - Lloyds H X				1
Cornerstone Communica	tions &	Public Relations	INSURER		ss = Tr	avelers Att,	XV 25074	1
PO Box 10246	•		INSURERE				<u>(L)</u>	1
Newport Beach, CA 9265	8		INSURER F					7
OF DITH.	EICATE P	NUMBER: 00000000-3	50232			EVISION NUMBER: 3	ICY PERIOD	7
				UED TO THE	INSURED NAM	MED ABOVE FOR THE FOL MENT WITH RESPECT TO	WHICH THIS	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIRED OR MAY PERI	REMENT	TERM OR CONDITION O	BY THE P	OLICIES DESC	RIBED HERE	IN IS SUBJECT TO ALL TH	IE TERMS,	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIRED OR MAY PERTIFICATE MAY BE ISSUED OR MAY PERTIFICATE MAY BE ISSUED OR MAY PERTIFICATE MAY BE ISSUED OR SUCH POLITICAL OF SUCH POLIT	DLICIES. L	IMITS SHOWN MAY HAVE	· HEEN KE	DOCEDBII	AID CLAIMS.	LIMITS		1
EXCLUSIONS AND CONDITIONS OF	DLISUBR ISD WYD	POLICY NUMBER		INTERNATION	MWODIYYYY)	Exiliate	s 2,000,000	1
LTR	Y	680-006E535136	0	5/20/2015		ACH OCCONNENCE	\$ 300,000	
A X COMMERCIAL GENERAL LINGUIST	.			s to insurance		PREMISES (Ea Occurrence)	\$ 5,000	
CLAIMS-MADE X	1 1	Reviewed and 8	and/or red		-	MED EXI (rai) ene pere	\$ 2,000,000	
		· Main	2/	m		GENERAL AGGREGATE	\$ 4,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:	1 }	Thu	21 10 000	nagement		PRODUCTS - COMP/OP AGG	s 4,000,000)
X POLICY JECT LOC	1 1	10-	Risk Mai	-1	(/		\$	4
OTHER:		, 0		05/20/2015	05/20/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000)
A AUTOMOBILE LIABILITY	Y	680-006E535136	ľ	05/20/2010	00/20/2000	BODILY INJURY (Per person)	\$	-
OTUA YAA]]		Ì	1		BODILY INJURY (Per accident)		-
ALL OWNED SCHEDULED AUTOS NON-OWNED			-	Ì	{	PROPERTY DAMAGE (Per accident)	\$	-
X HIRED AUTOS X AUTOS	1						\$ 3,000,000	
		CUP 006E535369		05/20/2015	05/20/2016	EACH OCCURRENCE		<u>-</u>
A X UMBRELLA LIAB X OCCUR	Y	COL MOTOROGO				AGGREGATE	\$	\dashv
EXCESS LIAB CLAIMS-MADE	.]	Ì				X PER OTH-	\$	\dashv
DED RETENTIONS		TWC3481412		05/20/2015	05/20/2016	101711010	s 1,000,00	10
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		14400.101.11			}	E.L. EACH ACCIDENT	1 000 00	
ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	NIA				}	E.L. DISEASE - EA EMPLOYE	4 000 00	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	1 1				2014710040	EL DISEASE - POLICY LIMIT	00,000/2,000,00	
		US UUA 2627657	.15		06/17/2016 05/20/2016		17,00	00
1 - 1 - 4 - 1	1	680-006E535136		05/20/2015	05/20/2010	Liobore		
A Property	l I			the standard man	ro enace is requ	ired)		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	RD 101, Additional Remarks Sci	hedule, may	be attached it hiv	10 share is ted-			1
Those usual to the Insured's Opera AS RESPECTS TO GENERAL LIA	itions.	ITY OF GARDEN GR	OVE. ITS	OFFICERS	s, officia	LS, AGENTS, EMPLO	YEES, &	
Those usual to the insured a Opera AS RESPECTS TO GENERAL LIAB VOLUNTEERS ARE ADDITIONALS VALUE OF THE STREET OF T	ILIT, C	- RI ANKET ADDITI	ONAL IN	ISURED - O	WNERS, L	ESSEES OR CONTRA	ILITY	l
I VOLUNTEERS ARE AUDITIONAL!	40011-		SIMI CILIC	IIDED AS	RESPECTS	10 GEMENAL FIND	Latt 13	1
D1 05, BUT ONLY AS RESPECTO	RIMAR	& NON-CONTRIBU	TORY B	ASIS AS PE	R GG DU 3	O DAYS NOTICE OF		1
D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY OUR INSURED, AS THE CG D0 37. COVERAGE IS AFFORDED ON A PRIMARY & NON-CONTRIBUTORY BASIS AS PER CG D0 37. AS RESPECTS TO GENERAL LIABILITY, EMPLOYERS LIABILITY AND EXCESS LIABILITY, 30 DAYS NOTICE OF AS RESPECTS TO GENERAL LIABILITY, EMPLOYERS LIABILITY AND EXCESS LIABILITY, 30 DAYS NOTICE OF								
AS RESPECTS TO GENERAL LIAD (continued on ACORD 101 Addition	nal Rem	arks Schedule)	CAR	CELLATIO	N			
CERTIFICATE HOLDER							CANCELLED BEFOR	RE I
						DESCRIBED POLICIES BE	LIVERED IN	_
GARDEN GROVE CITY ATTORNEY SHOULD ANY OF THE ABOVE DESCRIBED IN THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
11222 ACACIA PKWY								
I I MADE A TOTAL OF A STATE OF A	00000				CENTATIVE			

@ 1988-2014 ACORD CORPORATION. All rights reserved.

AUTHORIZED REPRESENTATIVE

GARDEN GROVE, CA 92840

(NNV)

AGENCY CUSTOMER ID:	0000000	
LOC#:		



ACORD ADDITIONAL	L REMA	ARKS SCHEDULE Page 2 of 2
AGENCY Peter Green Insurance Agency LLC		NAMED INSURED Cornerstone Communications & Public Relations Inc .
POLICY NUMBER N/A		
CARRIER Multiple Carriers	NAIC CODE	*
		EFFECTIVE DATE:
ADDITIONAL REMARKS	000 F0011	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC FORM NUMBER: 25 FORM TITLE: Certificate of		Urança
	Liability illo	urance
(continued from Description of Operations) CANCELLATION IS PROVIDED FOR CERTIFICATE HOLDER A 02 00 Auto Liability Following Form, UM 03 92 11 03 Employe	S PER IL T4 0 er Llability Fol	0 AND WC99 06 11 A. Umbrella coverage includeds endorsement UM 03 45 lowing Form, and General Liability Follows Form UM 00 01 11 03.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

- 1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
- 2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - **a.** Limits of Insurance The following limits of liability apply:
 - The limits which you agreed to provide; or
 - **2.** The limits shown on the declarations, whichever is less.
 - **b.** This insurance is excess over any valid and collectible insurance unless you have agreed

in a written contract for this insurance to apply on a primary or contributory basis.

- 3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - Supervisory, inspection or engineering services.

Reviewed and approved as to insurance language

Risk Management

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- 3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

teviewed and approved as to insurance language

Risk Management

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 04/03/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Reviewed and approved as to insurance language and/or requirements.

Risk Management

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE

ADDITIONAL PREMIUM

Hired Auto Liability

\$ INCLUDED

Nonowned Auto Liability

\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under Section I – Coverage A – Bodily Injury And Property Damage Liability applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

- The exclusions, under Section I Coverage A Bodily Injury And Property Damage Liability, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. You;
- 2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- **f.** Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
- 3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V** – **Definitions** is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver: or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V - **Definitions** is amended by the addition of the following definitions:

- **1.** "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

Reviewed and approved as to insurance language and/or requirements.

Risk Management

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

CITY OF GARDEN GROVE

ADDRESS:

11222 ACACIA PKWY GARDEN GROVE CA 92840

Reviewed and approved as to insurance tanguage

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

POLICY NUMBER: CUP-6E535369-14-42

ISSUE DATE: 05/19/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

POLICY	LIMIT	S (000 OMITTED)	COVERAGE	COMPANY
UB-6E577938-14	1,000 1,000	EACH ACCIDENT AGGREGATE EMPLOYEE I	EMPLOYER'S LIABI	LITY TIL
	1,000	EACH EMPLOYEE DISEAS		
680-006E535136-14	2,000 4,000 4,000	EACH OCCURRENCE PROD/COMP OPS AGG GENERAL AGGREGATE	GENERAL LIABILIT	y ACJ

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

10-28-15

PRODUCER: PROFESSIONAL INSURANCE CG D0 23 04 96

OFFICE: ELMIRA NY SRV CTR 700 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY – FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

This insurance applies to "bodily injury" or "property damage" arising out of the:

- 1. ownership;
- 2. operation;
- 3. maintenance;
- 4. use:
- 5. loading;
- 6. unloading, or
- 7. entrustment to others

of any "auto" that is owned, operated, maintained, used, operated or hired by, or rented or loaned to any insured within the "auto hazard", but, only if such "bodily injury" or "property damage" would be covered by "underlying insurance" shown in Item **6.** SCHEDULE OF UNDERLYING INSURANCE of the Declarations, or the renewal or replacement of such "underlying insurance" but for the exhaustion of the applicable limits of insurance of the "underlying insurance".

Reviewed and approved as to insurance language and/or requirements.

Risk Management