

CITY OF GARDEN GROVE 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.

Bruce A. Broadwater Mayor

Dina Nguyen Mayor Pro Tem

Steven R. Jones Council Member

Christopher V. Phan Council Member

> Kris Beard Council Member

July 15, 2014

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

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

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 15th day of , 2014, 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. <u>Term and Termination</u>. 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.
- 2. **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) per year.

1000014.1

- 3.2 <u>Payment</u>. For work under this Agreement, payment shall be made monthly per invoice submitted by CONSULTANT.
- 3.3 Records of Expenses. 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 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.
- (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 (c) \$1,000,000. 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. <u>Independent Contractor</u>. 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. <u>Conflict of Interest and Reporting</u>. 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

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 and year shown below.	have executed this Agreement on the day
Date:	"CITY" CITY OF GARDEN GROVE By: City Manager
ATTESTED:	
City Clerk	
Date: July 15, 2014	"CONSULTANT"
	cornerstone communications & public relations, inc. By: By Rams (William)
	Name: W. Minm J. Ram Wall
	Title: Principal
	Date:
	Tax ID No. 27/917023
	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 Aktorney	



GARDEN GROVE POLICE DEPARTMENT

PROPOSAL FOR COMMUNICATIONS/SOCIAL MEDIA SERVICES Feb. 3, 2014

Prepared For: Kevin Raney

Police Chief

Prepared By: Cornerstone Communications

Bill Rams

Project Overview

Like many police departments, Garden Grove PD is grappling with how best to communicate 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

Cornerstone Communications looks forward to working with GGPD to plan and execute a proactive communications program to help develop positive and productive relationships with key stakeholders in the media and community at large.

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

1. Create a news site

 Cornerstone will create a police department news site that will demonstrate the department's community-focused and transparent commitment to making the city as safe as possible. The news site will link to the police department's social media sites and offer detailed information about the department - helping it achieve its transparency goals.

2. Ongoing content development

- Cornerstone will produce ongoing news stories at least six news stories/month - for posting on the news site, which will include blogging software.
- The content will be shared with the OC Register for potential use in its newly branded community newspapers and will be useful content for the PD's social media sites - and also useful content to pitch TV media.
- Cornerstone will assist the PD in producing additional social media content and developing a Facebook, Twitter, social 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.

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

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)

07/03/2014

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).			
Peter Green Insurance Agency I.I.C Peter	CONTACT NAME:	Vivian Nguyen	
reter oreen insurance Agency LLO	PHONE (A/C, No. Ext):	714-258-2800	FAX (A/C, No): 714-258-2820
3151 Airway Ave., Suite F203 Costa Mesa, Ca 92626 Vivion Nguyen	E-MAIL ADDRESS:	vivian@pgiallc.com	
Lisans # 0004353		INSURER(S) AFFORDING COVERAGE	NAIC#
License #: 0G81352 Peter epgialic, con	NSURER A:	Travelers	
NSURED	INSURER B:	Hiscox USA - Lloyds	
Cornerstone Communications & Public Relations	INGURER C:	•	
PO Box 10246 Bill Rams	INSURER D:		
Newport Beach, CA 92658	INSURER E :		
brams e Cornerstone Communication	NSURER F :	Com	
COVERAGES CERTIFICATE NUMBER: 00000186-3	50232	REVISION NUI	MBER: 20
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE			
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION O	- ANY CONTR	ACT OR OTHER DOCUMENT WITH RE	SPECT 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		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
Α	GENERAL LIABILITY	Υ		680-006E535136	05/20/2014	05/20/2015	EACH OCCURRENCE	s 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
1	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	s 2,000,000
							GENERAL AGGREGATE	s 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	X POLICY PRO- JECT LOC							\$
Α	AUTOMOBILE LIABILITY	Υ		680-006E535136	05/20/2014	05/20/2015	COMBINED SINGLE LIMIT (Ea accident)	s 2,000,000
1	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR	Υ		CUP-006E535369	05/20/2014	05/20/2015	EACH OCCURRENCE	\$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION\$							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-6E577938	05/20/2014	05/20/2015	X WC STATU- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	s 1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000
В	Errors and Omission			US UUA 2627657.13	06/17/2014	06/17/2015	Occ/Agg 1,00	0,000/2,000,000
Α	Property			680-006E535136	05/20/2014	05/20/2015	Property	17,000
								7

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

TThose Usual to the Insured's Operations. AS RESPECTS TO GENERAL LIABILITY, CITY OF GARDEN GROVE, ITS OFFICERS. OFFICIALS, AGENTS, EMPLOYEES,

AND VOLUNTEERS ARE ADDITIONAL INSURED - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS. CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY OUR INSURED. AS RESPECTS TO GENERAL LIABILITY. COVERAGE IS AFFORDED ON A PRIMARY AND

NON-CONTRIBUTORY BASIS AS PER CG D0 37. ✓

(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER	CANCELLATION		
CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE, CA 92840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
0,11,021,01,020,0	AUTHORIZED REPRESENTATIVE		
I .	Shirian Ngrusen (VAN)		
	© 4000 2040 A CORD CORDORATION AUGISTA		

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD Printed நிலுவு மூலி വഴുമാർ ക്രമ്മേക്ക് വഴുമാരിക്കുന്നു. and/or requirements.

Management

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н	GENCY	CUSTOMER	11.7.	00000100

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

ADDITIONAL	F 1/F 141	Tage 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		EFFECTIVE DATE:			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM				
FORM NUMBER: 25 FORM TITLE: Certificate of		urance			
(continued from Description of Operations) AS RESPECTS TO GENERAL LIABILITY, EMPLOYERS LIABILITY AND EXCESS LIABILITY, 30 DAYS NOTICE OF CANCELLATION IS PROVIDED FOR CERTIFICATE HOLDER AS PER IL T4 00 AND WC99 06 11 A. Umbrella coverage includeds endorsement UM 03 45 02 00 Auto Liability Following Form, UM 03 92 11 03 Employer Liability Following 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:

- 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.
 - 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
 - 2. Supervisory, inspection or engineering services.

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

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:

 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:

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

- 2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- 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.

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

Risk Management

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 05/19/2014

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.

7-9-1 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:
 - 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;
- 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;
 - 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
- 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:

- "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:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - 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".

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:

30

PERSON OR **ORGANIZATION:**

CITY OF GARDEN GROVE

ADDRESS: 11222 ACACIA PKWY GARDEN GROVE

CA 92840

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.



WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY** ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: (IJUB-6857793-8-14)

NOTICE OF CANCELLATION				
Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.				
	SCHEDULE			
1. Name: CITY OF GARDEN GROVE				
Address: 11222 ACACIA PKWY GARDEN GROVE, CA 92	840			
2. Number of Days Written Notice: 30	Additional Days	Reviewed and approved as to insurance language and/or requirements: Risk Management		
		7 17		
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 on the policy.)	nly when this endorsement is	s issued subsequent to preparation of		
Endorsement Effective	Policy No.	Endorsement No.		
Insured		D 1 A		

Premium \$ Insurance Company Countersigned by _____

DATE OF ISSUE: 05-30-14 ST ASSIGN:

Page 1 of 1

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 1,000	EACH ACCIDENT AGGREGATE EMPLOYEE EACH EMPLOYEE DISEA		
680-006E535136-14	2,000 4,000 4,000	EACH OCCURRENCE PROD/COMP OPS AGG GENERAL AGGREGATE	GENERAL LIABILIT	Y ACJ
"(Tf way have any	amm1 a.a			

"(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)"

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.

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:

30

PERSON OR ORGANIZATION:

CITY OF GARDEN GROVE

ADDRESS: 11222 ACACIA PKWY GARDEN GROVE

CA 92840

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.

IL T4 00 12 09

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Management

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 iangu

Risk Management

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	LIMITS (000 OMITTED)	COVERAGE	COMPANY		
UB-6E577938-14	1,000 EACH ACCIDENT 1,000 AGGREGATE EMPLOYEE 1,000 EACH EMPLOYEE DISE	EMPLOYER'S LIABILI DISEASE	TY TIL		
680-006E535136-14	2,000 EACH OCCURRENCE 4,000 PROD/COMP OPS AGG 4,000 GENERAL AGGREGATE	GENERAL LIABILITY	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)"					

あ7-9-14

Zimbra

heidij@ci.garden-grove.ca.us

FW: Cornerstone Communications & Public Relations Inc., Travelers, 680-006E535136.

From: Peter Green < Peter@pgiallc.com>

Thu, Jul 03, 2014 04:08 PM

Subject: FW: Cornerstone Communications & Public Relations

Inc., Travelers, 680-006E535136.

3 attachments

To: heidij@ci.garden-grove.ca.us

Cc: Vivian Nguyen < Vivian@pgiallc.com>, John

Christensen < jchristensen@cornerstonecomms.com>

Hi Heidi,

Please see below and attached. Per your email the only items missing are:

1. Please include a form number on the excess auto liability endorsement. (Form UM03450200 - Auto Liability Following Form).

This was sent previously but is also re attached here

2. Please forward an additional insured endorsement for the excess general liability coverage. Please reference the form number of the endorsement on the certificate. *If the endorsement is not available, please send an e-mail to confirm. Also please confirm that the City will have coverage under the excess policy with the underlying general liability endorsement.*

Per email below as Vivian previously stated the AI endorsement on the excess policy is not available but the City of Garden Gove will have coverage under the excess policy because it follows the underlying general liability form and the City is Named AI on the general liability.

As far as we can tell you have all of the information you have requested. Please let us know if anything else is needed at this time.

Regards,

Peter

Peter W. Green, CWCU

An Affiliate Professional Insurance Associates Inc Peter Green Insurance Agency LLC 3151 Airway Ave., Suite F-203 Costa Mesa, CA 92626

Ca. Lic 0G81352

Office: 714-258-2800 Toll Free: 888-858-6259 Fax: 714-258-2820

Email: peter@pgiallc.com

Web: PeterGreenInsurance.com

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From: Vivian Nguyen

Sent: Thursday, July 03, 2014 3:31 PM

To: Peter Green

Subject: FW: Cornerstone Communications & Public Relations Inc., Travelers,

680-006E535136.

From: Vivian Nguyen

Sent: Tuesday, July 01, 2014 11:44 AM

To: Heidi Janz (heidij@ci.garden-grove.ca.us)

Subject: Cornerstone Communications & Public Relations Inc., Travelers,

680-006E535136.

Hi Heidi,

Attached are the forms for all three policies. Per Travelers, we cannot add GG as AI on the Umbrella policy, because the umbrella is follows forms already and the underlying policies are listed already, which should be sufficient.

Vivian A. Nguyen
Customer Service Representative



The Agency Life Insurance Rates Health Insurance Quote

Office: 714-258-2800

Direct: 714-258-2800 x200

Fax: 714-258-2820

Email: <u>vivian@pgiallc.com</u>

Web: <u>PeterGreenInsurance.com</u>

Peter Green Insurance Agency LLC An Affiliate of Professional Insurance Associates 3151 Airway Ave., Suite F-203 Costa Mesa, CA 92626 Ca. Lic 0G81352

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