

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Management Partners, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Develop a Five-Year Strategic Plan for the City of Garden Grove per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be until services are completed. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fifty Four Thousand Seven Hundred Dollars (\$54,700.00), payable in arrears and in accordance with proposal in Attachment "A".
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, 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, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR 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, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor 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 CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR 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 CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR 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 CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **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.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall 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 damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct 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 CONTRACTOR.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
Management Partners, Inc.**

By: *Gerald E. Newfarmer*

Name: Gerald E. Newfarmer

Title: President and CEO

Date: 3-29-17

Tax ID No. 31-1407585

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR 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:

Amar Pandey
Garden Grove City Attorney

4-4-17
Date



ATTACHMENT "A"

Management
Partners



March 28, 2017

Mr. Scott C. Stiles
City Manager
City of Garden Grove
11222 Acacia Pkwy
Garden Grove, CA 92840-5208

Dear Mr. Stiles:

Management Partners is pleased to provide this proposal to the City of Garden Grove to develop a five-year strategic plan. The organization and community will benefit from having a clear vision, mission, values and strategic multi-year direction. The strategic plan will build on the Council's annual goal setting workshop that will be held this March. Our team members have helped many organizations develop strategic plans and would welcome the opportunity to assist your department. The development of a strategic planning process that involves the community is timely in light of the new districts that have been established and the interest in hearing from all sectors of the community.

Our proposal describes an approach to help you create a strategic plan that is implementable and practical, while providing a strong vision for the future. There are many different ways to accomplish the outcomes you are seeking and we are amenable to refining the work plan to meet your needs. Before describing our proposed approach, we would like to tell you about our firm.

About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. We are a national consulting firm with offices in Costa Mesa and San Jose, California, and Cincinnati, Ohio. We have a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level.

During our more than 20 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic exercise; it is grounded in the real world of customer service and accomplishment in

Our Understanding of this Engagement

The City of Garden Grove is a community of 177,303, encompassing 17.9 square miles, located in Orange County. It has a rich history, dating back to its founding by Alonzo Cook in 1874. It was incorporated with a council/manager form of government in 1956 when there were about 44,000 residents. In 2016, the system of electing councilmembers changed from at-large to districts. The mayor is elected at large. On November 8, 2016, the district system went into effect.

The City organization has 640 authorized positions within eight departments and the City Manager’s Office. The departments are Community and Economic Development, Community Services, Finance, Fire, Human Resources, Information Technology, Police, and Public Works. The City’s FY 2016-17 operating budget is \$112.3 million with a capital budget of \$5 million. The budget document states that the budget includes funds for core services and important community needs, along with subsidies and support to other funds including economic development, cable, street lighting, Community Development Block Grant and park maintenance. The City also has other funds, including water, Successor Agency, Housing Authority, and Garden Grove Sanitary District.

It is envisioned that the strategic planning process will involve the City council, members of the community in each district, the City’s boards and commissions, and staff. The process will include an environmental scan, community meetings, surveys and other forms of data gathering. The result will be a citywide strategic plan with a vision, mission, values, goals, strategies to achieve the goals, measures of success, and an implementation action plan.

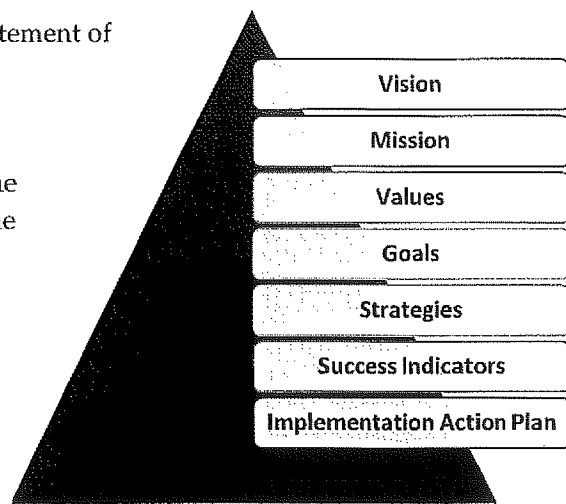
Key Components of a Strategic Plan

The graphic illustration below shows the key components of a strategic plan.

A *vision* sets the focus for the future. It is a statement of where the organization is going.

A *mission* is a statement of the purpose of the organization. It fundamentally defines what the organization stands for and what it will do. The current community vision is:

The vision of Garden Grove is to be a safe, attractive and economically vibrant city with an informed and involved public. We are a diverse community that promotes our unique attributes and preserves our residential character.



Updating the plan is a final step in strategic planning so the plan is kept current on an ongoing basis.

Plan of Work

Based on our experience with strategic planning and our understanding of Garden Grove’s needs, we have prepared the following plan of work. This framework is amenable to refinement to adapt it to your specific interests.

The process we have outlined involves gathering data from the community and staff, designing and facilitating three workshops, and preparing the strategic plan document. The workshops are described in the activities below. The first and third one will be with the executive team and the second will be with the City Council and executive team.

Our process provides for on-going and meaningful collaboration between our team and City staff. We believe that an effective strategic plan, one that will be successfully implemented and will guide decisions into the future, requires that it be a product of the organization that is involved. We will provide expert advice, facilitation and preparation of the strategic plan document and all of its component parts. The table below shows the anticipated roles of the City and Management Partners.

| City of Garden Grove Staff | Management Partners |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Guide process and schedule meetings • Prepare environmental scan • Facilitate district meetings and workshops • Distribute online survey to staff • Disseminate online community survey to City’s email lists, websites and stakeholders • Translate and distribute community survey in other languages (if desired) • Manage communications with stakeholders • Review draft strategic plan • Provide information for Implementation Action Plan | <ul style="list-style-type: none"> • Provide guidance and examples for environmental scan • Conduct interviews with Council members • Design and administer online community survey • Analyze and summarize survey results • Design and administer online City staff survey • Design and facilitate three workshops • Prepare strategic plan (draft, final) • Prepare Implementation Action Plan • Communicate with City throughout |

Activity 1: Start Project and Conduct Kick-Off Meeting

This project start-up activity will form the basis of the partnership between Management Partners’ team and your team. Management Partners will begin by preparing a detailed work plan and discussing it over the phone with your assistant city manager in preparation for a kick-off meeting.

During the kick off meeting, we will discuss your objectives, the overall process, detailed schedule, responsibilities of the City and of Management Partners, and each of the major tasks. This initial planning meeting will afford the opportunity to share information, establish



- c. *Design and Administer Online Community Survey.* Seeking input from Garden Grove community members and businesses will also be important in developing the strategic plan. We will design and administer a confidential online survey to obtain their input. Questions will be asked to learn about their vision for Garden Grove and priorities for the future. To understand differences and similarities in responses among districts, we will insert a map that will enable participants to identify the district they reside in so responses can be segmented by district. We will also ask for demographic information, such as age, ethnicity, and how long respondents have resided in Garden Grove.
- The City will send a link to the survey to a wide variety of individuals for whom it has email addresses (e.g., board and commission members, recreation class participants, library users, police volunteers and others), and also place a link on the City's website (and any other locations the City identifies as helpful for dissemination). If it is important to translate the survey into other languages; the City will have responsibility for doing that, including placing it into Survey Monkey and translating the non-English open-ended responses. Management Partners will need to have this information provided so we can incorporate the results in a consolidated survey report.
 - Once the survey is closed, we will summarize the results. We will prepare a document containing the key themes, including charts and graphs showing respondents' answers.
- d. *Provide Advice to City Staff in Conducting District Information Gathering Meetings.* To hear input from community members in each Council district, Management Partners will advise City staff on how to structure information gathering meetings. We will suggest questions and develop a meeting guide for staff to use.
- e. *Design and Administer Gap Analysis Questionnaire.* Management Partners will develop a questionnaire to be completed by each department seeking information on current initiatives and major projects, plans for the future, anticipated needs during the next five or more years, and other important factors. The information provided will be helpful in developing goals and strategies as we prepare the workbook for the first workshop (described below).
- f. *Review Annual Goals and Other Documents.* We will review the outcomes from the Council's goal setting workshop to be held in March 2017 as context for the longer term strategic plan. We will also review other background materials to understand existing priorities, department services, and other planning initiatives underway that will be important factors and context for developing the strategic plan.



- **Prepare workshop materials.** Management Partners will prepare workshop materials, including the information resulting from Activities 2 and 3. Workshop materials will include the following items:
 - *Detailed facilitators' agenda.* This contains a detailed description of the process of the day, including the desired outcomes of each discussion item.
 - *Handout version agenda.* This is a one-page version of the agenda for distribution to participants.
 - *Workbook.* This contains a compilation of the materials gathered in prior activities, specifically relating to vision, mission, values, goals and strategies. This document will serve as the guide throughout the day for participants.
 - *PowerPoint.* This will include the City's environmental scan, results of the employee survey and community survey, results of the district information gathering meetings, and results of the gap analysis questionnaire.

***Activity 5: Prepare for and Facilitate Strategic Planning Workshop 2
(Council/Executive Team)***

Next, we will facilitate a one-day workshop with the City Council and executive team. The purpose of this workshop is to gain Council consensus on vision, mission, values, several broad goals, and key strategies for the next five years. This will be a public meeting and we will provide time to receive comments from the public.

To prepare for the first workshop, the following tasks will be completed.

- **Prepare draft agenda.** We will prepare a detailed agenda for the workshop and review it with staff. The focus of this workshop will be the following items.
 - Discuss the results of the district information gathering meetings, community survey and employee survey, and environmental scan;
 - Gain Council consensus on vision, mission and values;
 - Gain Council consensus on several broad goals;
 - Receive Council feedback about proposed strategies for each broad goal; and
 - Receive Council feedback on success indicators.
- **Prepare workshop materials and coordinate logistics.** Management Partners will prepare workshop materials, including a workbook for participants and a PowerPoint presentation (similar as described in Activity 4). We will also coordinate logistics with the City regarding room set up and supplies.

We suggest the City engage a graphic recorder for this workshop. It is a way to capture the discussions in a visual format that is accessible to the public and can be included in the City's strategic plan document. We can suggest a graphic recorder for this engagement, if desired.



Optional Activity: Facilitate District Information Gathering Meetings

If desired by the City, Management Partners can facilitate one or more of the meetings in each of the six Council districts, and prepare a summary. We will scope and price this in consultation with the City. Our fee proposal shows a price range, depending on how the meetings are scheduled, and the number of meetings we facilitate.

Project Team

Management Partners has a project team that is highly qualified to complete this work for the City of Garden Grove. This project will be a top priority for Management Partners and our team members will be available in whatever capacity will contribute to the success of the project. Amy Paul will serve as project manager and will be responsible for execution of the project. She will be supported by Jan Perkins, Nancy Hetrick and Patricia Black. All have significant strategic planning experience. The project team member's qualifications are briefly summarized below.

Amy Cohen Paul, Corporate Vice President

Amy has more than 30 years of experience in local government management, performance measurement and strategic planning. She assists public agencies in conducting organizational reviews, implementing organizational improvements, identifying alternative service delivery methods, designing and implementing performance management systems, and developing strategic and business plans. Amy was part of the original management team of the International City/County Management Association's Center for Performance Measurement and she helped produce ICMA's training materials on outcome measurement. She is the editor of the book *Managing for Tomorrow: Global Change and Local Futures*, and is the author of many articles in professional publications, including *The Municipal Year Book*. She has assisted a wide variety of clients, including cities, counties, special districts and individual government departments and agencies with strategic planning, goal setting, public engagement activities and other large and small-scale facilitations. A sampling of clients she has served includes Huntington Beach and Santa Ana, California; the Orange County Cemetery District; the Solano Irrigation District; the Louisville (Kentucky) Health Department, the Hamilton County (Ohio) Job and Family Services Department; the King County Sheriff's Office; the Town of Mansfield, Connecticut; and the cities of Worthington and Montgomery, Ohio.

Jan Perkins, Senior Partner

Jan has 30 years of management experience in local government. Before joining Management Partners in 2005 she served in several California and Michigan jurisdictions, including as city manager in Fremont and Morgan Hill, California. She also served the cities of Santa Ana, California; Grand Rapids, Michigan; and Adrian, Michigan. She provides assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, teambuilding, executive performance evaluation, and policy board/staff effectiveness.



engaging slide decks for governing body/executive staff workshops and creating infographics for community outreach.

References

Management Partners has facilitated and prepared numerous strategic plans for agencies of all sizes. The following are a few of our references representing a variety of projects, for your information.

Pleasanton, California

Management Partners has been engaged to facilitate several strategic plans for the City of Pleasanton. The first two were for the Alviso Adobe Community Park and the Operations Services Department. Strategic plans are underway for the Community Development Department and Pleasanton Library. For the Alviso Adobe Community Park strategic plan, a significant amount of stakeholder input was involved, including a task force appointed by the City Council. We facilitated several meetings with the task force, whose role was to achieve consensus on the strategic plan to be presented to the City Council. Through this process, a new vision and mission were created, along with several goals with both long- and short-term strategies. The engagement process also involved identifying issues related to nearby residents and the adjacent regional park. Focus groups, an online survey, and committee meetings served as important sources of input. Management Partners prepared the strategic plan for review by the committee, staff, and the City Council.

For the Operations Services Department, Management Partners worked closely with the newly appointed director and her team to develop the first strategic plan for the department. The process involved facilitating focus groups with staff, deploying a confidential online employee survey, analyzing a gap analysis questionnaire completed by department managers, and facilitating three workshops. Management Partners prepared the strategic plan for review by staff.

Client Contact: Mr. Nelson Fialho, City Manager
 City Hall
 200 Old Bernal Avenue
 Pleasanton, CA 9456
 (925) 931-5002

Santa Barbara County, California

Management Partners was engaged to facilitate the development of an internal strategic plan for the organization, which had not been done before in the County. The process was guided by the county executive officer and involved all executives, including the elected department heads. The process was collaborative, which engaged staff throughout it. Management Partners designed and administered a confidential online staff survey, guided staff in preparing an environmental scan and conducting focus groups, designed and facilitated three workshops,



committee of the Board of Supervisors. The result was a comprehensive strategic plan including a vision, mission, values, goals, strategies and implementation action plan adopted by the Board of Supervisors.

Client Contact: Mr. Nick Chiulos, Assistant County Administrative Officer
County Administration
168 West Alisal Street, 3rd Floor
Salinas, CA 93901
(831) 755-5145

Hours, Cost and Schedule

Management Partners estimates that 312 hours of consulting assistance will be required to complete Activities 1 through 7 described above. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

The total cost of this project is \$49,700, which includes all fees and expenses. The table below shows the anticipated hours and cost by activity.

We recommend a contingency of \$5,000 in the event the scope is changed or more on-site meetings are needed than anticipated. The contingency would be accessed on approval from the City.

| ACTIVITY | HOURS | COST |
|----------------------------------------------------------------------------------|------------|-----------------|
| 1 – Start Project and Conduct Kick Off Meeting | 16 | \$4,000 |
| 2 – Gather and Analyze Information | 67 | \$8,900 |
| 3 – Provide Guidance for Environmental Scan | 8 | \$1,000 |
| 4 – Prepare for and Facilitate Workshop 1(Executive Team) | 78 | \$13,300 |
| 5 – Prepare for and Facilitate Workshop 2 (Council/Executive Team) | 61 | \$11,300 |
| 6 – Prepare Strategic Plan | 37 | \$4,400 |
| 7 –Facilitate Workshop 3 (Executive Team) and Prepare Implementation Action Plan | 45 | \$6,800 |
| TOTALS | 312 | \$49,700 |
| Optional: Facilitate District Information Gathering Meetings ¹ | TBD | TBD |
| Contingency | -- | \$5,000 |
| TOTAL WITH CONTINGENCY | 312 | \$54,700 |

¹Costs would range from \$4,000 to \$12,500, depending on the scope.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2017

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 HAUSER 5905 E. Galbraith Rd Suite 9000 Cincinnati OH 45236 513-745-9200 vdixon@thehausergroup.com | CONTACT NAME: Vicki Dixon PHONE (A/C, No, Ext): 513-745-9200 E-MAIL ADDRESS: vdixon@thehausergroup.com FAX (A/C, No): 513-745-9129 |
| INSURED MANAG-2 Management Partners, Inc. 1730 Madison Road Cincinnati OH 45206 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Ohio Security Insurance Co A, XV 24082 |
| | INSURER B: American Fire & Casualty Co A, XV 24066 |
| | INSURER C: The Ohio Casualty Ins. Co. A, XV 24074 |
| | INSURER D: Loyds of London |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 1061503104 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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y Y | BKS57826057 | 3/1/2017 | 3/1/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 OHIO STOP GAP \$1,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | Y Y | BAA57826057 | 3/1/2017 | 3/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 | Y Y | USO57826057 | 3/1/2017 | 3/1/2018 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| A | 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 N N/A | XWS57826057 | 3/1/2017 | 3/1/2018 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Professional Liab Occurrence Retro Date 09-20-08 | | MPL1008388 | 6/20/2016 | 6/20/2017 | Ea. Claim 1,000,000 Aggregate 1,000,000 Deductible 10,000 |

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

City of Garden Grove, it's officers, officials, employees, agents, and volunteers are shown as an additional insured(s) solely with respect to general liability coverage as evidenced herein on a primary / non-contributory basis as required by written contract with respect to work performed by the named insured(s).

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

Keenan M. Jay
4-3-17 Risk Management

CERTIFICATE HOLDER

CANCELLATION 30 days except 10 days for non pay

City of Garden Grove
11222 Acacia Parkway
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.

AUTHORIZED REPRESENTATIVE

J.M. Worrall

MANAGEMENT PARTNERS INC.
1730 MADISON RD
CINCINNATI OH 45206
P# BKS57826057
3-1-17/3-1-18

COMMERCIAL GENERAL LIABILITY
CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

| <u>SUBJECT</u> | <u>PAGE</u> |
|------------------------------------------------------------------------------------------------------------------------------------|-------------|
| NON-OWNED AIRCRAFT | 2 |
| NON-OWNED WATERCRAFT | 2 |
| PROPERTY DAMAGE LIABILITY – ELEVATORS | 2 |
| EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) | 2 |
| MEDICAL PAYMENTS EXTENSION | 3 |
| EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B | 3 |
| ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT | 3 |
| PRIMARY AND NON-CONTRIBUTORY – ADDITIONAL INSURED EXTENSION | 5 |
| ADDITIONAL INSURED – EXTENDED PROTECTION OF YOUR “LIMITS OF INSURANCE” | 6 |
| WHO IS AN INSURED – INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED – FELLOW EMPLOYEE EXTENSION – MANAGEMENT EMPLOYEES | 6 |
| NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES | 7 |
| FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES | 7 |
| KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT | 7 |
| LIBERALIZATION CLAUSE | 7 |
| BODILY INJURY REDEFINED | 7 |
| EXTENDED PROPERTY DAMAGE | 8 |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU | 8 |

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement of Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

H.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II – Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V – Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

MANAGEMENT PARTNERS INC.
 1730 MADISON RD
 CINCINNATI OH 45206
 POLICY NUMBER: BKS 57826057 ✓
 Effective 3-1-2017

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| City of Garden Grove, its officers, officials, agents, employees, and volunteers 11222 Acacia Parkway Garden Grove, CA 92840 | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed and approved as to insurance language
 and/or requirements.
Heidi M. Jay
 Risk Management
 4-3-17

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

POLICY NUMBER: BAA57826057 ✓

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|-----------------------------------------|----------------------------------------------------------------------|
| Endorsement Effective: 03-01-2017 | Countersigned By: On Declarations (Authorized Representative) |
| Named Insured: Management Partners Inc. | |

SCHEDULE

| |
|----------------------------------------------------------------------------------------------------------------------|
| Name of Person(s) or Organization(s): City of Garden Grove 11222 Acacia Parkway, Garden Grove, CA 92840 |
|----------------------------------------------------------------------------------------------------------------------|

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Reviewed and approved as to insurance language
and/or requirements.
William M. Jay
Risk Management
4-3-17