



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.*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

February 27, 2017


Beginners Edge Sports Training
29634 North 1266th Avenue
Peoria, AZ 85383

Attention: Mitch Goldberg

Enclosed is a copy of the Contract Instructor Agreement between the City of Garden Grove and Beginners Edge Sports Training, to provide basketball, soccer, track, baseball, and football classes through the City's recreation program.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Community Services Department

CONTRACT INSTRUCTOR AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of February 2018 by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY", and Becannec Edge Sports Training an independent contractor, hereinafter designated as "CONTRACTOR".

RECITALS

1. This Agreement is entered into pursuant to Garden Grove Municipal Code Section 2.50.030.
2. CITY desires to utilize the services of CONTRACTOR to furnish BASKETBALL, SOCCER, TRICK, BASEBALL & FOOTBALL CLASSES INSTRUCTION for the City of Garden Grove, as more particularly described in Exhibit A.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to provide the services described herein.
4. CITY desires to retain CONTRACTOR and CONTRACTOR desires to serve CITY, subject to the terms contained herein.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM. This Agreement shall commence on the 1 day of Jan 2018, and shall continue through December 31, 2018 (the "Term"), unless sooner terminated by either party.
2. TERMINATION.
 - a. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving written notice of such termination at least thirty (30) days prior to the intended date of termination.
 - b. TERMINATION FOR CAUSE. Either party may terminate this Agreement upon any material breach by the other party by providing written notice specifying the nature of said breach. Unless the Section of this Agreement that is the subject of the breach provides for a grace period for performance or specifies a longer cure period, the breaching party shall have thirty (30) days to cure the breach.



3. INDEPENDENT CONTRACTOR. It is understood and agreed that in the performance of the work and services agreed to be performed by CONTRACTOR, CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights.
4. COMPENSATION. CITY agrees to compensate CONTRACTOR in accordance with the terms set out herein.
 - a. A 10% fee charged to the public by the City to cover general City administrative costs. The compensation paid to CONTRACTOR shall be at the rate of 70% of the remaining balance paid, according to procedures and schedules to be determined by the City, and within 30 days after the completion of each session.
 - b. In no event may the compensation under this Agreement exceed twenty-five thousand dollars (\$25,000).

CONTRACTOR agrees to notify CITY designating services rendered on forms provided by CITY and CITY agrees to mail appropriate compensation to contractor.

5. CRIMINAL BACKGROUND SCREENING. CONTRACTOR shall comply with Public Resources Code § 5164, Education Code § 10911.5 and applicable regulations for criminal background screening for all employees and all contractors that would staff any position having supervisor or disciplinary authority over minors, or direct contact with minors, in recreation programs. CONTRACTOR shall certify to CITY that CONTRACTOR has complied with these State Law requirements prior to performing any work hereunder. If CONTRACTOR is a solo practitioner, CONTRACTOR shall certify that CONTRACTOR has not been convicted of any offense specified in Penal Code § 11105.3 pursuant to Public Resources Code § 5146, and at CITY's sole discretion, shall submit to a criminal background check prior to providing any services where CONTRACTOR would have a supervisory or disciplinary authority over minors, and shall submit one set of fingerprints in a California Department of Justice Form.

CONTRACTOR will need to complete the criminal background screening at the Garden Grove Police Department. CONTRACTOR will pay all fees associated to complete this process. CONTRACTOR shall submit proof to the CITY prior to providing any services under this Agreement.

6. INSURANCE REQUIREMENT. Proof of insurance must be presented to the City prior to any services provided by CONTRACTOR under this Agreement. City



requires CONTRACTOR to maintain the following insurance coverage, as it deems appropriate.

- A. Workers compensation coverage in compliance with California Law. City must be designated as certificate holder.

CONTRACTOR has executed the Workers' Compensation Certificate for Sole Proprietors, attached hereto as Attachment " Exhibit B" and incorporated herein by this reference, and represents that it is a sole proprietorship and is not legally required to carry Workers' Compensation Insurance at the time of execution of this Agreement.

- B. CONTRACTOR has executed the Request for Exemption from Providing Automobile Liability Coverage, attached hereto as Attachment "Exhibit C" and incorporated herein by this reference, and represents that it does not drive to or from the City of Garden Grove, for any reason, as part of the fulfillment of the services to be provided under this contract. Comprehensive automobile liability insurance in an amount not less than \$1,000,000 combined single limit. Carriers must have an A.M. Best Guide Rating of A-, VII or better. Claims made and modified occurrence policies will not be accepted. Such insurance shall (1) Name CITY, its officers, employees and agents as additional insured; and (2) be primary for all purposes.

- C. Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence. Insurance coverage to include sexual misconduct and molestation. Carriers must have an A.M. Best Guide Rating of A-, VII or better. Claims made and modified occurrence policies will not be accepted. Such insurance shall (1) Name CITY, its officers, employees and agents as additional insured; and (2) be primary for all purposes. Insurance coverage obtained from the Southern California Municipal Athletic Federation ("SCMAF"), with the minimum limits approved by the City, may satisfy the requirements of this subsection.

- 7. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF 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, or any obligation under the terms of this Agreement.
- 8. **NON-DISCRIMINATION.** CONTRACTOR covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.



9. GENERAL PROVISIONS.

- a) COMPLIANCE WITH LAWS. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local governments.
- b) DISCLOSURE OF DOCUMENTS. All data, documents, or other information developed or received by either party are deemed confidential and not to be disclosed without authorization of the disclosing party, unless disclosure is required by law.
- c) USAGE OF CITY FACILITIES. The leasee is to leave the premises clean and in good order and in the same condition as it was found before use.
- d) CONFLICT OF INTEREST AND REPORTING. CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
- e) NOTICES. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

i) Address of CONTRACTOR is as follows:

29634 NORTH 126TH AVE.
PEORIA AZ 85383

ii) Address of CITY is as follows:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: Community Services Director

- f) LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole expense, CONTRACTOR shall obtain all licenses, permits, and approvals as may be required by this Agreement and under applicable law.
- g) TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
- h) AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of CONTRACTOR warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they are signing, and that by executing this Agreement, the party for which each is signing is bound by this Agreement.



- i) **INDEMNIFICATION.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officials, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, damage to property, interference with the use of property and any other monetary damage claims, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR's agents, officers or employees, subcontractors, or independent contractors. The only exception to CONTRACTOR's responsibility to protect, defend and hold harmless CITY is due to the sole negligence or willful misconduct of CITY, or any of its elective or appointive boards, officials, officers, agents, employees, or volunteers.
- j) **MODIFICATION.** 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 written agreement executed by CONTRACTOR and CITY.
- k) **ASSIGNMENT.** CONTRACTOR may not assign its interest under this Agreement without CITY's prior written consent. No person, other than the CONTRACTOR, may provide services under this AGREEMENT without the prior written consent of the CITY, and failure to do so shall be considered a material breach of this Agreement.
- l) **WAIVER.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY or CONTRACTOR, as appropriate.
- m) **CALIFORNIA LAW.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the West Justice Center of the Orange County Superior Court, or if the West Justice Center is not available, the Orange County Superior Court that is closest in distance to the CITY.
- n) **INTERPRETATION.** This Agreement shall be interpreted as though prepared by both parties.
- o) **CITY'S REPRESENTATIVE.** The City Manager of CITY, or his or her designee, shall serve as CITY's representative in carrying out any CITY responsibility under this Agreement.
- p) **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

CITY OF GARDEN GROVE

[Signature]
City Manager

Date: 2/26/18

ATTESTED:

[Signature]
City Clerk

Date: 2/26/18

APPROVED AS TO FORM:

[Signature]
City Attorney

Date: 2-21-18

[Signature]
Contractor

Date: 9-19-17

26-2932264
Tax ID No. (if business entity)

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.

Exhibit A

Beginners Edge Soccer Skills Training with BEST Sports

New! Our industry-leading weekly soccer class will teach your kids the skills of soccer by offering activities such as: dribbling, kicking, throw-ins, goalie skills, (age permitting: scrimmaging) and more! Our goal and focus is to maintain an energetic and highly active program that will teach, encourage, and advance your young players regardless of their skill level. Please bring an age appropriate soccer ball with your child's name on it and a water bottle. No additional fees ever!

EXHIBIT "B"

**REQUEST FOR EXEMPTION FROM PROVIDING AUTOMOBILE LIABILITY
COVERAGE**

Contractor/Consultant by the signature of its authorized representative hereunder represents that all work performed under this contract does not require the Contractor/Consultant, its employees, representatives, or agents, to drive to and from the City of Garden Grove or engage in any driving related to the contractual obligations. However, if, at any time during the performance of the Work contemplated by the Contract Documents, or arising out of the services provided, the Contractor/Consultant, its employees, representatives, or agents should need to drive to and from the City of Garden Grove or engage in any driving to meet the contractual obligations, the Contractor will be responsible for notifying and providing the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured automobile liability coverage satisfactory to the City/Agency/Sanitary District, prior to any such Consultant/Contractor, employee, representative or agent, performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign this form on behalf of and bind Beginners Edge Sports Training
Company Name

SIGNATURE OF AUTHORIZED PERSON: 

PRINTED NAME OF AUTHORIZED PERSON: Mitch Goldberg

TITLE OR POSITION OF AUTHORIZED PERSON: owner

COMPANY NAME: Beginners Edge Sports Training

DATE: 9-19-17

NOTE: This form shall serve as a request for exemption from providing proof of Automobile Liability Insurance, unless the approval signature from the City of Garden Grove Risk Management Division is present below.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST
City/Agency/Sanitary District Use Only

Denied

Approved

RISK MANAGEMENT DIVISION SIGNATURE: 

DATE: 2-21-18

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Beginners Edge Sports Training, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
29634 North 126th Ave

6 City, state, and ZIP code
Peoria AZ 85383

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
2	6		-	2	9	3	2	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶
 Date ▶ 9-7-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2017

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 Bene-Marc Inc. dba Bene-Marc Athletic Insurance Agency CA # 0E67789 6301 Southwest Blvd., Suite 101 Fort Worth, TX 76132	CONTACT NAME: PHONE (A/C, No, Ext): (800) 247-1734 FAX (A/C, No): (817) 738-1811 E-MAIL ADDRESS: contact@bene-marc.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Atlantic Specialty Insurance Company AXIS INSURER B: AXIS Global Accident & Health INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Southern California Municipal Athletic Federation PO Box 3605 South El Monte, CA 91733 SCMAF Member: City of Garden Grove	

COVERAGES CERTIFICATE NUMBER: Cert #: 9066-32189 REVISION NUMBER: 12/19/2017

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 <input checked="" type="checkbox"/> INCLUDES Participant <input type="checkbox"/> Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CP03256-05	12/31/2016	03/01/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 Med Exp for Spectators Only
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A			WC STATU-TORY LIMITS OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
B	Excess Accident Medical		SRPO-50256-243	12/31/2016	03/01/2018	Excess Medical Limit \$10,000.00 Excess Medical Deductible: \$0.00

Reviewed and approved as to insurance language and/or requirements.
Neidra Jay
Risk Management
2-15-18

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

Certificate Holder is Named as Additional Insured per attached policy form CG 20 10 04 13.
Approved SCMAF Instructional Class activities as reported and paid to the carrier.
SCMAF Member: City of Garden Grove
The General Liability policy contains an endorsement for Primary and Noncontributory wording per attached form ECG 24 520 04 02.
The General Liability policy contains an endorsement for Waiver of Transfer of Rights of Recovery Against Others to Us per attached form CG 24 04 05 09.

CERTIFICATE HOLDER Cert #: 9066-32189 **CANCELLATION**

City of Garden Grove, its officers, officials, agents, employees, and volunteers 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 Alisa Lynn Hall <i>Alisa Lynn Hall</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

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

Neil M. Jay
Risk Management

2-15-18

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: City of Garden Grove, its officers, officials, agents, employees, and volunteers As required by contract prior to a loss. 11222 Acacia Parkway Garden Grove, CA 92840</p>

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

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

Deirdre M. Jay
Risk Management
2-15-18

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
As required by written contract. 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.

Deidra M. Jay
Risk Management
2-15-18

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.