

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

Cornerstone Communications & Public Relations, Inc. 1 Wrigley

Irvine, CA 92618

February 1, 2018

Attention: Bill Rams

Enclosed is a copy of Amendment No. 2 to the Agreement by and between the City of Garden Grove and Cornerstone Communications & Public Relations, Inc., to provide public relations and public information services to the Garden Grove Police Department.

Sincerely,

Teresa Pomeroy, CMC City Clerk

By:

.iz Vasquez

Deputy City Clerk

Enclosure

c:

Finance Department

Finance Department/Purchasing

Police Department

CITY OF GARDEN GROVE

AMENDMENT NO. 2

To: Provide Professional Services Agreement With Cornerstone Communications & Public Relations, Inc. to Provide Public Relations and Public Information Services to Police Department.

This Amendment No. 2 to Professional Services Agreement With Cornerstone Communications & Public Relations, Inc. to Provide Public Relations and Public Information Services to Police Department is made and entered into this 31st day of anualy 2018, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and CORNERSTONE COMMUNICATIONS & PUBLIC RELATIONS, INC hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **154531** effective October 23, 2015.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period through June 30, 2018.

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased from \$108,000.00 to a new Firm Fixed Price of \$156,000.00. This is an increase of \$48,000.00 to cover the second option year.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITN \square SS WH \square R \square O \square the parties have caused this Amendment No. 2 to the \square \square Sting Contract to be e \square cuted by their respective officers duly authori \square ed on the date first written above.

Date: 1/30/18	"CITY" CITY OF GARDEN GROVE
ATTECTED.	By: Manager
ATTESTED: Sur fomu of City Clerk Date: 1/31/18	
Date: 1/31/18	"CONTRACTOR" Cornerstone Communications, Inc
	Name: John Christensen Title: President
	Date:

If CONTRACTOR is a corporation, a Corporate Resolution and or Corporate Seal is re□ured. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

arden Prove City Attorney

Dato



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2017

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/lock must be an ADDITIONAL INSURED.

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		Peter Green Insurance Ag				PHONE IA/C. No		258-2800	FAX	. 714-2	58-2820
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additional insured endorsement for the auto liability policy designating the "City of Garden Grove, its officers, officials, agents, employees, and volunteers" as additional insureds per form MPT 125 1103.											
Primary wording endorsement as to the "City of Garden Grove, its officers, officials, agents, employees, and volunteers" per (continued on ACORD 101 Additional Remarks Schedule)											
_	-	TE HOLDER	1/6	iaí	ks Scriedule)						
						CANCI	ELLATION	 			
City of Garden Grove 11222 Acacia Parkway				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
	Garden Grove, CA 92840				AUTHORIZED REPRESENTATIVE						
					Nancy Valle						
							1		/MMV/		

AGENCY CUSTOMER ID:	0000000
100#	

ACORD
ACOND

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

		·		
AGENCY Peter Green Insurance Agency LLC		NAMED INSURED Cornerstone Communications & Public Relations Inc.		
POLICY NUMBER N/A				
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE.		
ADDITIONAL REMARKS		EFFECTIVE DATE:		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations) form CGD 037 0405.

The Schedule of underlying policies from the declarations pages of the excess policy per form CGD 023 0496.

Endorsement giving the City of Garden Grove 30 days advance written notice in the event of cancellation, termination, or material change of any of the policies per form IL T4 00 AND WC99 0611 A.

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

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

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

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

Reviewed and approved as to incurance tenguage godier requirements.

Risk Management

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Damage To Premises Rented To You Extension
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- C. Blanket Waiver of Subrogation
- Blanket Additional Insured
 – Managers or Lessors of Premises
- E. Blanket Additional Insured Lessor of leased Equipment
- F. Incidental Medical Malpractice
- **G.** Personal Injury Assumed by Contract
- H. Extension of Coverage Bodily Injury

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

- 2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
- This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

- Injury to Co-Employees and Co-Volunteer Workers
- J. Aircraft Chartered with Crew
- K. Non-Owned Watercraft Increased from 25 feet to 50 feet
- L. Increased Supplementary Payments
 - Cost for bail bonds increased to \$2,500
 - Loss of earnings increased to \$500 per day
- M. Knowledge and Notice of Occurrence or Offense
- N. Unintentional Omission
- **O.** Reasonable Force Bodily Injury or Property Damage

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

 The last paragraph of COVERAGE A. BOD-ILY INJURY AND PROPERTY DAMAGE LI-ABILITY (Section ! - Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire:
- b. Explosion;
- c. Lightning;
- **d.** Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSUR-ANCE (Section III).

2. This insurance does not apply to damage to premises while rented to you, or temporarily

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- **c.** Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- 3. Part 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 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 any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
- 4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - **d.** Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
- 5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

Reviewed and approved as to insurance language

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

- Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
- 2. The insurance afforded to the additional insured does not apply to:
 - Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - Any premises for which coverage is excluded by endorsement; or
 - Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

- Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
- 2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

- The definition of "bodily injury" in DEFINI-TIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
- 2. The following definition is added to DEFINITIONS (Section V):
 - "Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

- 3. Paragraph 2.a.(1)(d) of WHO IS AN IN-SURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
- The following exclusion is added to paragraph
 Exclusions of COVERAGE A. BODILY
 INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages):
 - (This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
- 5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
- 6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
- 7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY - ASSUMED BY CONTRACT

 The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PER-SONAL AND ADVERTISING INJURY LIABIL-ITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

- damages that the insured would have in the absence of the contract of agreement.
- Subparagraph f. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- This Provision G. does not apply if COVER-AGE B. PERSONAL AND ADVERTISING IN-JURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE - BODILY IN-JURY

The definition of "bodily injury" (DEFINITIONS – Section **V**) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

- 1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- 2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

- The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft
 Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY
 DAMAGE LIABILITY (Section I Coverages):
 (This exclusion does not apply to:) Aircraft chartered with crew to any insured.
- 2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
- 3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

- The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
- This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- 3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts **b.** and **d.** of SUPPLEMENTARY PAY-MENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.

2. In Part d. the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCUR-RENCE OR OFFENSE

 The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II — Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice. Knowledge by other "employee(s)" of an "oc-

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

- 2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
- However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"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.

POLICY NUMBER: CUP-6E535369-17-42

ISSUE DATE: 04/06/2017

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

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

POLICY	LIMI [.]	TS (000 OMITTED)	COVERAGE	COMPANY	
680-006E535136-17	2,000	EACH OCCURRENCE PERS/ADV INJURY	GENERAL LIABILITY	ACJ	
	4,000	GENERAL AGGREGATE			
	4,000	PROD/COMP OPS AGG			

The policies shown above are issued in one or more of the Travelers Companies. The above company(s) translates as follows:

ACJ TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

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

12-13-17

PRODUCER: PROFESSIONAL INSURANCE OFFICE: ELMIRA NY SRV CTR 700
CG D0 23 04 96 Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

\$250.00

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

Endorsement Effective

5/20/2017

Policy No.

TWC3628393

Endorsement No.

0

Insured

CORNERSTONE COMMUNICATIONS & PUBLIC RELATIONS,

Premium \$

3304

Insurance Company

Technology Insurance Company, Inc.

Countersigned by