



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

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

January 9, 2018

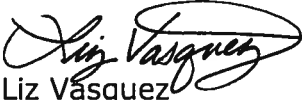
Leon's Transmission Services, Inc.
12612 Garden Grove Boulevard
Garden Grove, CA 92843

Attention: John Armstrong - General Manager

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Leon's Transmission Services, Inc. to provide parts and labor for transmission repair on various vehicles owned by the City of Garden Grove.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: 
Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Public Works Department

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 8th day of January, 2018, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY") and Leon's Transmission Services, Inc., here in 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 Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Furnish all Parts, Materials and Labor to provide transmission repairs on various vehicles owned by the City of Garden Grove.
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.** This Agreement shall cover services rendered for the performance period of one (1) year from full execution of the agreement with an option to extend said agreement for an additional two (2) years, for a total performance period of three (3) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. 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 fee schedule (Attachment "A"). Contractor is required to present evidence to support performed work completion.
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 Twenty Four Thousand Nine Hundred Ninety Nine Dollars (\$24,999.00), per year, 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 payment shall be based on schedule Included In Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY

and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Garage Keepers liability, in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (d) Garage liability, in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

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.

An Additional Insured Endorsement for the policy under section 4.3 (c), including on-hook liability, 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.

An Additional Insured Endorsement for the policy under section 4.3 (d), shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds. 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 (d), shall designate CITY, its officers, officials, employees, agents, and volunteers as additional Insureds. 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.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law. Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (CONTRACTOR)
Leon's Transmission Services, Inc.
Attention: John Armstrong-General Manager
12612 Garden Grove Blvd.
Garden Grove, CA 92843
 - b. (Address of City Purchasing) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should 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.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\ \\ \\

(Agreement Signature Block on Next Page)

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

Date: 1/8/18

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 1/8/18

"CONTRACTOR"
Leon's Transmission Services, Inc.

By: [Signature]

Name: John Armstrong

Title: President

Date: 10/26/17

Tax ID No. 95-2934587

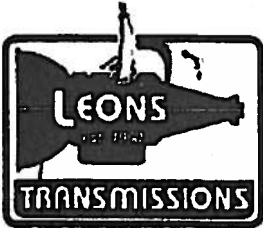
If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

1-4-18
Date

Attachment "A"



Leon's Transmission Services, Inc.

12612 Garden Grove Blvd., Garden Grove, CA 92843 RO#:
 Phone: (714) 534-3300
 BAR# ARD068419
 EPA# CAD981442254



Invoiced:

Page: 1

Customer:

CITY OF GARDEN GROVE
 PHIL/ STEVE/ TIM CARTER
 13802 NEWHOPE
 GARDEN GROVE, CA. 92843
 Pn: (714) 741-5391

Vehicle:

2016 FORD EXPLORER
 Eng: 3.5 Tran: 6F50
 VIN: .
 Mileage In: 1 Out:
 P Date: Clr:
 Lic: EXAMPLE St: CA

Repair Order:

Service Writer: R Justus
 PO Number:
 Date In: 09/21/2017
 Date Out:
 Driver:

Recommendation: INSTALL REBUILT TRANSMISSION AND TORQUE CONVERTER.

Labor:	Description	Hours	Extended
	Check tires. Set pressure to label specs in door jamb. Note any safety concerns. Front ___ psi Rear ___ psi	0.00	0.00
	Remove transmission from vehicle. Inspect accessory items. Reinstall transmission. Refill with new fluid. Roadtest, adjust and leak test.	6.84	650.00
Labor Sub Total:			650.00

Parts:	Part Num	Cond	Description	Price Ea.	Qty	Extended
	R6F50	R	REBUILT TRANSMISSION	2525.00	1.00	2525.00
	CONVERTER	R	TORQUE CONVERTER	250.00	1.00	250.00
	ATF	N	Transmission Fluid	2.50	10.00	25.00
	SHOP MANAGER SALES	N	SHOP MANAGER SALES DISCOUNT	-400.00	1.00	-400.00
Parts Sub Total:						2400.00

Misc:	Description	Sold Price	Qty	Extended
	24 MOS OR 24,000 MILES WRITTEN WARRANTY ON TRANSMISSION & CONVERTER ONLY (PARTS AND LABOR ONLY)	0.00	1.00	0.00
	Hazardous Waste	5.00	1.00	5.00
Misc Sub Total:				5.00
Job Sub Total:				3055.00

RO Not Yet Finalized

Contact Log

As of 09/21/2017 at 9:27 am

Date:	Time:	By:	Method:	# / Addr:	Auth By:	Additional Amt:	Revised Estimate:
09/21/2017	9:26 am	R Justus STEVE TO RICK	Phone	714 741-5391	CARTER, PHIL/ ST..	3455.00	3455.00

By signing this final invoice, I have authorized the repair work listed hereon, including any sublet work, to be done along with necessary materials. I have also authorized any increase in price and repairs over the original estimate that may be noted elsewhere on this invoice. Fees may have been charged for hazardous waste disposal. Leon's Transmission has explained that the standard warranty for parts and labor is 12 months or 12,000 miles, whichever comes first from the date of this invoice. Specific part(s) may have longer warranty period and may be noted elsewhere on this invoice. In the event a warranty issue occurs, the vehicle must be returned to Leon's Transmission for repairs. Leon's Transmission cannot be held liable for any additional costs outside of the original repairs. In the event it is necessary to retain an attorney to collect for the services and goods shown on this invoice, the repair facility will be entitled to a reasonable attorney fee in addition to its court cost. I acknowledge receipt of the vehicle in good condition and a copy of this Repair Order.

Parts:	2400.00
Labor:	650.00
Sublets:	0.00
Misc:	5.00
Subtotal:	3055.00
Tax1:	186.00
Tax2:	0.00
TOTAL:	3241.00
Balance:	3241.00

Customer Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2017

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. License #0726293 2801 Townsgate Road, Suite 133, Westlake Village CA 91361 <i>805-435-3137 Dir</i> <i>805-379-2203 office</i>	CONTACT NAME: Oladys Vargas PHONE (A/C, No, Ext): 805-379-2203 E-MAIL ADDRESS: ovargas@hoganins.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company <i>AT XV</i> INSURER B: Insurance Company of the West <i>A, XII</i> INSURER C: INSURER D: <i>Debbie-Ballard@ajg.com</i> INSURER E: INSURER F:
INSURED LEONTRA-01 Leon's Transmission Service, Inc. 7528 Reseda Blvd Ste F Reseda CA 91335	NAIC # 19100 27847

COVERAGES **CERTIFICATE NUMBER:** 141028608 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP7802710983	8/1/2017	8/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACP7802710983	8/1/2017	8/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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	WVE 502581003	2/1/2017	2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Garagekeepers			ACP7802710983	8/1/2017	8/1/2018	Comp. Ded. 1,000 Collision Ded. 1,000

Reviewed and approved as to insurance language and requirements.
Heidi M. Jay
1-2-18
Risk Management

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is to be named as Additional Insured with Primary and Non-Contributory wording per Endorsement PB6004. Also named as Additional Insured per endorsements PB 30 03 with respect to General Liability.
10 days notice of cancellation for non-payment and/or non-reporting of payrolls.

CERTIFICATE HOLDER City of Garden Grove Sandra Segawa 11222 Acacia Parkway Garden Grove CA 92840 USA	CANCELLATION 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 <i>R E Hogan</i>
--------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – GARAGE OPERATIONS
PERFORMED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

The person or organization designated in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "garage operations" performed by you pursuant to the terms of a written contract with such person or organization.

B. ADDITIONAL EXCLUSIONS

This insurance, including any duty we have to defend "suits", does not apply to:

1. Any "occurrence" which takes place after the contract or agreement between you and such person or organization concerning such "garage operations" has expired; or
2. "Bodily injury" or "property damage" arising out of any active negligence of the person or

organization designated in the Schedule of this endorsement.

C. ADDITIONAL DEFINITIONS

The following additional definitions apply only to coverage provided by this endorsement.

1. "Customer's auto" means a customer's land motor vehicle, trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households, but only if they pay for services performed.
2. "Garage operations" means the ownership, maintenance or use of premises for the purpose of a business of servicing, repairing, parking or storing "customer's autos". "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Person or Organization as Additional Insured

**CITY OF GARDEN GROVE
1122 ACACIA PKWY
GARDEN GROVE CA 928405208**

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

Heidi M. Jay
Risk Management
1-2-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – SERVICES PERFORMED ON
PREMISES OF ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

The person or organization designated in the Schedule of this endorsement is also an insured, but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with acts or services normal and usual to your business described in the Declarations, performed by you or on your behalf for the person or organization designated

In the Schedule of this endorsement on premises owned, leased, maintained or used by such person or organization.

B. ADDITIONAL EXCLUSION

This insurance, including our duty to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any active negligence of the person or organization designated in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name of Person or Organization:

**CITY OF GARDEN GROVE
SANDRA SEGAWA
11222 ACACIA PARKWAY
GARDEN GROVE CA 928405208**

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

Neeraj Jay
Risk Management
1-2-18

PB 60 04 04 11 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT TO OTHER INSURANCE CLAUSE FOR
ADDITIONAL INSURED – PRIMARY AND NON-
CONTRIBUTORY WHEN REQUIRED IN A WRITTEN
AGREEMENT OR CONTRACT WITH YOU**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

Only with respect to any additional insured, in the COMMON POLICY CONDITIONS, form PB 00 09, under condition H. **OTHER INSURANCE**, paragraph 2.a. is replaced by the following:

H. OTHER INSURANCE

2. Under any liability coverage provided by this policy,

a. If for injury or loss we cover, there is other valid and collectible insurance available to any additional insured under another policy, our obligations are limited as follows:

- (1) Issued by another insurer, or if there is self insurance or similar risk retention that applies to a loss covered by this policy, then this insurance provided by us shall be excess over such other insurance, unless you have agreed in a written contract or written agreement signed prior to the loss that this insurance shall be primary:
 - (a) Then this insurance is primary. If other insurance is also primary, we will share with all that other insurance as described in d. below; and
 - (b) The coverage afforded by this insurance is non-contributory with the additional insured's own insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured to any other person or organization's policy.; or

- (2) Issued by us or any of our affiliate companies, that applies to a loss covered by this policy, then only the highest applicable Limit of Insurance shall apply to such loss. This condition does not apply to any policy issued by us that is designed to provide Excess or Umbrella liability insurance.

All terms and conditions of this policy apply unless modified by this endorsement.

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

Heidi M. Jay
Risk Management

1-2-18



900 Old River Road
Bakersfield CA 93311-9501

DATE OF NOTICE: JUN 09 2016

CODE:

AT1 23 69A A
001222 0093
CITY OF GARDEN GROVE
11332 ARCADIA PKWY
GARDEN GROVE CA 92840

NOTE: PLEASE NOTIFY STATE FARM AT THE ADDRESS LISTED AT THE TOP, LEFT CORNER OF THIS PAGE REGARDING ANY CHANGE OF ADDRESS INFORMATION.



0101-ST-0000

ADDITIONAL INSURED'S NOTICE OF COVERAGE

State Farm Mutual Automobile Insurance Company *A++ Xv*

3954-FB2CA

NAMED INSURED:
LEONS TRANSMISSION SERVICE
INC
7528 RESEDA BLVD STE A
RESEDA CA 91335-2893

POLICY NO: 252 7225-A27-75D
YR/MAKE/MODEL: 2006 FORD PICKUP
VIN/CAMPER: 1FTYR10U76PA85338
AGENT NAME: BRIAN HUNT ✓
AGENT PHONE: (562)804-9147
ENDORSEMENT NO: 6028BU

COVERAGE:
BI AND PD LIABILITY
\$ 1 MIL

POLICY EFFECTIVE
MAY 15 2016 UNTIL TERMINATED

POLICY MESSAGES: This policy shown above supersedes policy# 2527225-75C.

The policy includes a loss payable clause protecting the additional insured's interest in the described car to the extent of the insurance provided and subject to all policy provisions. The additional insured will be given 20 days notice if the policy is terminated. Until such notice is provided, it shall be presumed that the required renewal premiums have been paid. The additional insured must notify us within 10 days of any change of interest or ownership coming to their attention. Failure to do so will render this policy null and void.

121000.6 (01A08211) 06-06-2014

Reviewed and approved as to insurance language

and/or requirements.

Nidia M. Jay
Risk Management
12-2-16

FRT

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

Nidia M. Jay
1-2-18

Policy Number: **ACP CAA 7802710963** ✓
Policy Period: **08/01/17** to **08/01/18**

ITEM 4.
Schedule Of Underlying Insurance (as identified by the entry of a company name, policy number, policy period and limits):

<input checked="" type="checkbox"/> Commercial General Liability or <input checked="" type="checkbox"/> Businessowners Liability	Limits (\$)	
AMCO	2000000	General Aggregate
Policy Number: ACP BPA 7802710963	2000000	Products-Completed Operations Aggregate
Policy Period: 08/01/17 to 08/01/18	1000000	Personal and Advertising Injury
	1000000	Each Occurrence

Commercial Auto Liability	Limits (\$)	
		Each Accident
Policy Number:		
Policy Period:	to	

Employer's Liability or Stop Gap Liability	Limits (\$)	
		Bodily Injury by Accident - Each Accident
Policy Number:		Bodily Injury by Disease - Each Employee
Policy Period:	to	Bodily Injury by Disease - Policy Limit

	Limits (\$)	
Policy Number:		
Policy Period:	to	

	Limits (\$)	
Policy Number:		
Policy Period:	to	

	Limits (\$)	
Policy Number:		
Policy Period:	to	

	Limits (\$)	
Policy Number:		
Policy Period:	to	

IMPORTANT NOTICE: RESTRICTIONS, LIMITATIONS AND EXCLUSIONS TO THE ABOVE SCHEDULED UNDERLYING INSURANCE (OR ANY REPLACEMENTS THEREOF) WILL ACT AS RESTRICTIONS, LIMITATIONS AND EXCLUSIONS TO COVERAGE A OF THIS POLICY.



Zimbra**heidij@ci.garden-grove.ca.us****Leon's**

From : Debbie Ballard <Debbie_Ballard@ajg.com>
Subject : Leon's
To : heidij@garden-grove.org

Tue, Jan 02, 2018 02:24 PM
4 attachments

Please find the schedule of underlying. The umbrella is following form.

~~AA~~ 1-2-18

Hope that is all you needed.

Thank you,
Debbie Ballard
Area Assistant Vice President



Insurance | Risk Management | Consulting

Office: 805.379.2203 | direct805.435.3137
Fax: 805.715-7007
Debbie_ballard@ajg.com
www.ajg.com

2801 Townsgate Rd. #133, Thousand Oaks, Ca. 91361



Leon%27sTransmissionService%2CInc._POLCLNT_PKGCOMM_08102017.pdf
390 KB