PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND KOA CORPORATION

FOR ON-CALL GRANT WRITING AND ADMINISTRATION

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and KOA CORPORATION, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to perform on-call grant writing and administration; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit** "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Michael Nilsson, AICP CTP who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on ________, 20______ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than two (2) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. <u>COMPENSATION</u>

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. <u>METHOD OF PAYMENT</u>

CONSULTANT shall be paid pursuant to the terms of Exhibit "B."

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

- A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.
- B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. <u>PROFESSIONAL LIABILITY INSURANCE</u>

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach
ATTN: Director of Public Works

2000 Main Street

Huntington Beach, CA 92648

KOA Corporation ATTN: Michael Nilsson, AICP CTP 1100 Corporate Drive, Suite 201

Monterey Park, CA 91754

17. CONSENT

When CITY's consent/approval is required under this Agreement, its

consent/approval for one transaction or event shall not be deemed to be a consent/approval to any

subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in

writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases

at the beginning of the various sections in this Agreement are merely descriptive and are included

solely for convenience of reference only and are not representative of matters included or excluded

from such provisions, and do not interpret, define, limit or describe, or construe the intent of the

parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a

whole, according to its fair meaning, and not strictly for or against any of the parties. If any

provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be

unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent

upon any other unless so expressly provided here. As used in this Agreement, the masculine or

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neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. <u>IMMIGRATION</u>

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. <u>EFFECTIVE DATE</u>

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT, KOA CORPORATION	municipal corporation of the State of		
KOA COKI OKATION	California		
By: Teny A. Ruhl			
TERRY HYAL	Mayor		
print name ITS: (circle one) Chairman/President/Vice President			
	City Clerk		
AND	INITIATED AND APPROVED:		
RYAN BECKMAN	in the last and the		
print name ITS: (circle one) Secretary Chief Financial Officer) Asst.	Director of Public Works		
Scoretary - Treasurer			
	REVIEWED AND APPROVED:		
	City Manager		
	APPROVED AS TO FORM:		
	City Attorney		

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CONSULTANT, KOA CORPORATION	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California		
By:	Mayor		
ITS: (circle one) Chairman/President/Vice President AND	City Clerk		
By: print name ITS: (circle one) Secretary/Chief Financial Officer/Asst.	INITIATED AND APPROVED: Director of Public Works		
Secretary - Treasurer	REVIEWED AND APPROVED:		
	City Manager		
	APPROVED AS TO FORM: City Attorney		

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

CONSULTANT shall provide consulting services on an "as-needed" basis for projects to be determined during the term of the agreement. During the term of the agreement, CITY may elect to solicit proposals for CONSULTANT. CITY shall issue task order for each project based upon the Scope of Services, work schedule, and fee proposal submitted to City for its review and approval.

GRANT WRITING SERVICES

Consultant shall provide experienced personnel, equipment, and facilities to perform the following tasks.

- Prepare grant applications for available Federal, State, regional, local and other grant funding opportunities.
- Conduct research to identify grant resources that support the City's funding needs and priorities
- Provide community outreach services including developing community involvement strategy, facilitation of outreach meetings, preparations and distribution of bilingual outreach materials including mailing pieces, surveys, interviews and creation of content for project specific web sites as needed for projects assigned by the City.

GRANT ADMINISTRATION

- Serve as the City liaison on project related activities.
- Assist in the preparation of agreements and miscellaneous project related documents (i.e., Caltrans E-76)
- Coordinate with funding agencies on project delivery and prepare funding requests.
- Coordinate with City Attorney for preparation of agreements.
- Prepare agenda reports for City Council meetings and presentations as needed.
- Prepare quarterly progress reports and reimbursement as needed.
- Coordinate with engineering team and/or technical services team as needed.
- Attend scheduled project development team meetings.
- Provide support for community relations and preparation of informational materials
- Prepare miscellaneous reports and assist City staff as needed.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Shall be per CONSULTANT'S State of Qualifications (Exhibit A), consistent with the City of Huntington Beach's Request for Qualifications for On Call Grant Writing and Administrative Consulting Services. Upon award, the contract period, if CONSULTANT chooses to assign different personnel to the project, CONSULTANT must submit the names and qualifications of these staff to CITY for approval before commending work.

C. <u>CITY'S DUTIES AND RESPONSIBILITIES:</u>

- 1. Furnish scope of work request for each project.
- 2. Furnish any relevant plans, studies, documents, or drawings to the CONSULTANT.

D. WORK PROGRAM/PROJECT SCHEDULE:

A project schedule will be developed for each project assigned by City.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

KOA A Lochner Company					
2025-2027 Hourly Billing Rates					
Job Framework Title	2025	2026	2027		
Regional Manager	\$378	\$397	\$417		
Office Manager I	\$347	\$364	\$382		
Program Director I	\$315	\$331	\$347		
Project Manager III	\$315	\$331	\$347		
Project Manager II	\$263	\$276	\$289		
Project Manager I	\$210	\$221	\$232		
Engineer IV	\$315	\$331	\$347		
Engineer III	\$263	\$276	\$289		
Engineer II	\$210	\$221	\$232		
Engineer I	\$189	\$198	\$208		
Engineer Associate II	\$168	\$176	\$185		
Engineer Associate I	\$147	\$154	\$ 162		
Planner IV	\$210	\$221	\$232		
Planner III	\$18 9	\$198	\$208		
Planner II	\$168	\$176	\$ 185		
Planner I	\$147	\$154	\$162		
Designer III	\$189	\$198	\$208		
Designer II	\$168	\$176	\$185		
Designer I	\$147	\$154	\$162		
Construction Engineer III	\$242	\$254	\$266		
Construction Engineer II	\$221	\$232	\$243		
Construction Engineer I	\$168	\$176	\$185		
Inspector III	\$168	\$176	\$185		
Inspector II	\$158	\$165	\$174		
Project Services Coordinator III	\$147	\$154	\$162		
Project Services Coordinator II	\$126	\$132	\$139		
Project Services Coordinator I	\$105	\$110	\$116		
Intern	\$100	\$105	\$110		

B. <u>Travel</u> Charges for time during travel are not reimbursable.

C. Billing

- 1. All billing shall be done <u>monthly</u> in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
- 2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.

- 3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
- 4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

VC

DATE (MM/DD/YYYY) 4/30/2024

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.

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). CONTACT Greyling COI Specialist PHONE (AIC. No. Ext): 770.670.5324 PRODUCER Greyling Ins Brokerage/EPIC FAX (A/C, No): 770.670.5324 3780 Mansell Road, Suite 370 ADDRESS: greylingcerts@greyling.com Alpharetta GA 30022 NAIC# INSURER(S) AFFORDING COVERAGE 35289 INSURER A: The Continental Insurance Company HWLOCHNE INSURED 20478 INSURER B: National Fire Insurance Co of Hartford **KOA** Corporation 20427 INSURER c: American Casualty Co of Reading, PA 1100 Corporate Center Drive, Suite 201 85202 INSURER D: Lloyd's of London Monterey Park, CA 91754 INSURER E: INSURER F: **CERTIFICATE NUMBER: 375118668 REVISION NUMBER: COVERAGES** 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. ADDL SUBR POLICY EXP POLICY EFF (MM/DD/YYYY) LIMITS TYPE OF INSURANCE **POLICY NUMBER** INSD WVD X COMMERCIAL GENERAL LIABILITY 5/1/2025 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 7092014905 5/1/2024 \$1,000,000 CLAIMS-MADE X OCCUR \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 5/1/2024 5/1/2025 **AUTOMOBILE LIABILITY** 7091863062 В **BODILY INJURY (Per person) ANY AUTO** X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ X 5/1/2024 5/1/2025 X **UMBRELLA LIAB** 7092036547 **EACH OCCURRENCE** \$ 15,000,000 OCCUR \$15,000,000 **EXCESS LIAB AGGREGATE** CLAIMS-MADE DED X RETENTION\$ 10,000 S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 5/1/2025 5/1/2025 PER 7092004665 7092009168 5/1/2024 5/1/2024 E.L. EACH ACCIDENT s 1.000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NIA \$1,000,000 E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below \$1,000,000 E.L. DISEASE - POLICY LIMIT \$10,000,000 \$10,000,000 Per Claim Aggregate B0146LDUSA2405260 5/1/2024 5/1/2025 Professional Liability incl. Pollution Liability D DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: KOA: #JC12042 / Huntington Beach RFQ - Grant Writing . The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the PORONEO LABILITY, Automobile Liability and Workers' Compensation policies. MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Huntington Beach Risk Management 2000 Main St. **AUTHORIZED REPRESENTATIVE** Huntington Beach CA 92648

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