

CERTIFICATE OF LIABILITY INSURANCE

MA912705

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DATE (MM/DD/YYYY) 08/07/2018

DAVIFAR-01

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C B R	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AI	IVELN SURA	Y OR NCE	R NEGATIVELY AMEND DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTE JTE A	ND OR ALT	FER THE CO	DVERAGE AFFORDED THE ISSUING INSURER	BY TH (S), AL	E POLICIES JTHORIZED	
lf	IPORTANT: If the certificate holde SUBROGATION IS WAIVED, subjection subjection of the subjection of the subjection of the subject of the sub	ct to	the	terms and conditions of	the pol	icy, certain orsement(s)	policies may	NAL INSURED provision require an endorsemen	sorb t. Asi	e endorsed. tatement on	
PRO	DUCER License # 0E77964			,	CONTAI NAME:	T Suzanne	Posada				
Integro USA Inc., dba: Integro Insurance Brokers 3620 Birch Street						PHONE (A/C, No, Ext): (949) 419-1644 FAX (A/C, No): (949) 419-1674					
	/port Beach, CA 92660				ADDRE:	_{is:} suzanne	.posada@i	ntegrogroup.com		1	
								RDING COVERAGE		NAIC #	
						INSURER A : Travelers Property Casualty Company of America				25674 19046	
INSURED						INSURER C: Great Divide Insurance Company				25224	
Davis Farr, LLP 2301 Dupont Drive, Suite #200					INSURER D :						
Irvine, CA 92612						INSURER E :					
					INSURE	RF:					
COVERAGES CERTIFICATE NUMBER:						REVISION NUMBER:					
	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	reme Tain.	INT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A DED BY	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPE	ст то	WHICH THIS	
INSR		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s		
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000	
		x		6804J154861		05/21/2018	05/21/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
								MED EXP (Any one person)	\$	5,000	
								PERSONAL & ADV INJURY	\$	1,000,000	
								GENERAL AGGREGATE	<u>s</u>	2,000,000	
								PRODUCTS - COMP/OP AGG	<u> </u>		
В	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	<u> </u>	1,000,000	
	ANY AUTO			BA4J155058	1	05/21/2018	05/21/2019	BODILY INJURY (Per person)	\$		
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$		
	X HIRED ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$	1,000,000	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			CUP4J155126		05/21/2018	05/21/2019	EACH OCCURRENCE	\$	1,000,000	
	DED X RETENTIONS 0							AGGREGATE	<u>\$</u> \$	-, -, -, -,	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-			
	AND EMPLOYERS' LIABILITY			UB6K048648		05/21/2018	05/21/2019	E.L. EACH ACCIDENT	\$	1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					0.510110010	0.510.410.040	E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
C	Professional Liab			CAB20185202				Ea Claim/Aggregate		5,000,000 50,000	
С	(Claims Made)		1	CAB20185202		05/21/2010	09/2/1/2019	Ded Ea Claim/Agg.		50,000	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL essional Liability (Claims Made) Policy:										
Cert	ificate holder is additional insured, per i	the at	tache	ed form #CG D1 86 11 03, 1	to the e	ktent require	d by written o	contract, subject to policy	terms	and to policy	
conc term	litions. Coverage is primary and non-co s and conditions.	minipi	Af	PROVED'AS TO PORM	.G DU 3.	04 00, 10 11	e extent requ	ned by written contract, s	ubject	to policy	
				A. : IC							
			By:_	MICHAEL E. GATES							
05			f •≁	CITY ATTORNEY	-GANC	FLIATION		and a second			
	CHAIGATE HOLDER		CITY	CITY ATTORNEY OF HUNTINGTON BEA	HUNG	SEAR HOR	, <u>, , , , , , , , , , , , , , , , </u>				
City of Huntington Beach 2000 Main Street						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Huntington Beach, CA 92648	}			1	ttin a	Retter				
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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 **PRO-VISIONS** 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 Walver of Subrogation
- D. 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.
- 3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

- I. 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 ball 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 I – 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 bollers, 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

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

C. BLANKET WAIVER OFSUBROGATION

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 - MANAG-ERS 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:

- 1. 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.
- 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;
 - b. 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:

- 1. 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
 - Bodlly 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 DEFINI-TIONS (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;
- b. 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 LIABIL-ITY (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.

- For the purposes of determining the applicabie 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 CON-TRACT
 - 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 ċ.

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 \mathbf{V}) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental angulsh, 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
 - 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.

 Subparagraphs 2.a.(1)(a), (b) and (c) and
 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 COVER-AGE 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.
- 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;
- 2. 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 "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.
- 3. 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 GEN-ERAL 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this Insurance Is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

 The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

- 2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
- 3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.