AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND REAL ESTATE CONSULTING & SERVICES, INC.

This AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND REAL ESTATE CONSULTING & SERVICES, INC. ("Amendment No. 2") by and between the BELL COMMUNITY HOUSING AUTHORITY ("Authority") and Real Estate Consulting & Services, Inc. ("Contractor") is effective as of the 26th day of April, 2017.

RECITALS

A. Authority and Contractor entered into that certain Agreement for Contract Services between the Authority and Contractor dated September 3, 2013 ("Agreement") whereby Contractor agreed to provide on call services, field services and regular property maintenance at all properties, buildings, and/or facilities owned by Bell Community Housing Authority.

B. The total compensation due for the services under the Agreement was a not-to-exceed amount of $450,000.00 for the three-year term, and the total annual compensation was not to exceed $150,000.00 per year.

C. Pursuant to section 3.5 and Exhibit "D" of the Agreement, the term of the Agreement was for three (3) years and was set to expire on September 3, 2016.

D. Pursuant to section 3.5 and Exhibit "D" of the Agreement, the Authority may, in its sole and absolute discretion, extend the Term for up to two one-year periods so long as there are funds appropriated for the services under the Agreement.

E. Pursuant to Amendment No. 1 to the Agreement, the term was extended for ten (10) months, from September 4, 2016 through June 30, 2017, and the total compensation increased by $125,000.00, from $450,000.00 to $575,000.00.

F. Staff has now requested that the term of the Agreement be extended an additional one (1) year, from July 1, 2017 through June 30, 2018.

G. With this one year extension, the total compensation due under the Agreement will increase by $150,000.00, from $575,000.00 to $725,000.00.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.

   a. Section 2.1, Contract Sum, is hereby amended and shall now read as follows:

      2.1 Contract Sum.

      "Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Hundred Twenty Five Thousand Dollars and No
Cents ($725,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

c. Section IV in Exhibit "C", Schedule of Compensation, is hereby amended and shall now read as follows:

"IV. Unless Additional Services are approved per Section 1.10, the total compensation for the Services shall not exceed Seven Hundred Twenty Five Thousand Dollars and No Cents ($725,000.00) as provided in Section 2.1 of this Agreement. The total annual compensation (based on the Authority’s fiscal year) shall not exceed $150,000.00 per year.

d. Section 3.5, Term, is hereby amended and shall now read as follows:

"3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but no later than June 30, 2018, except as otherwise provided in the Schedule of Performance (Exhibit “D”)."

e. Section II in Exhibit D, Schedule of Performance, is hereby amended and shall now read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but no later than June 30, 2018."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement, as previously amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 and 2.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to Authority that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Contractor that, as of the date of this Amendment No. 2, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to the Agreement.
5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Agreement, as amended, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

AUTHORITY:

BELLS COMMUNITY HOUSING
AUTHORITY

[Signature]
Fidencio Joel Gallardo
Chair

ATTEST:

[Signature]
Angela Bustamante
Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

[Signature]
David J. Aleshire
General Counsel

CONTRACTOR:

REAL ESTATE CONSULTING &
SERVICES, INC.

By: [Signature]
Name: [Name]
Title: [Title]

By: [Signature]
Name: [Name]
Title: [Title]

Address: 1 Calle Gatos
San Clemente, CA 92673

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On , 2016 before me, , personally appeared , proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Optional

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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<td>□ Guardian/Conservator</td>
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<td>□ OTHER</td>
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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

01135.0001/368799.2
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Knutson Reeves Insurance Services
41185 Golden Gate Circle #205
Murrieta, CA 92562
License #: 0E22572

CONTACT
NAME: Terry Perardi
PHONE (Asc. No. Ext.): (951) 600-6100
FAX (Asc. No.): (951) 600-8013
EMAIL: info@insuranceandcookies.com

INSURER(S) AFFORDING COVERAGE
INsurer A: MT Hawley Ins Co
INsurer B: Integon Natl Ins Co
INsurer C: National Union Fire Ins Co Of Pitts

NAIC #: 37974
29742
19445

INSURED
Real Estate Consulting & Services, Inc.
827 E. Civic Center Dr.
Santa Ana, CA 92701

COVERAGE

DATE (MM/DD/YYYY): 05/11/2017

REVISION NUMBER: 11

CERTIFICATE NUMBER: 00000000-0

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.

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<td>AGGREGATE</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Coverage is Primary & Non-Contributory. Blanket Additional Insured Endorsement and Blanket Waiver of Subrogation attached in regards to General Liability. Endorsements in favor of City of Bell.

All Policies provide 30 days prior notice of Cancellation.

CERTIFICATE HOLDER
City of Bell
6330 Pine Avenue
Bell, CA 90201

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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Printed by TLP on May 11, 2017 at 09:00AM
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:
All persons or organizations where required by written contract.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY CONTRACTORS SPECIAL FORM

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured scheduled below for your ongoing operations under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and:

(2) You have agreed in writing in a contract or agreement, signed by both parties prior to the date of “occurrence” or offense, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) And Location(s) Of Covered Operations

All persons or organizations where required by written contract.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

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<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
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<tr>
<td>All persons or organizations where required by written contract.</td>
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</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
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</thead>
<tbody>
<tr>
<td>All persons or organizations where required by written contract.</td>
<td>All Locations</td>
</tr>
</tbody>
</table>

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your negligence; or

2. The negligence of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

   However:

   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to "bodily injury" or "property damage" occurring after:

   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
The most we will pay on behalf of the additional insured is:

1. The minimum amount required by any contract or agreement you have entered into to provide additional insured coverage; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s) (Vendor)</th>
<th>Location And Description Of Completed Operations</th>
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<tbody>
<tr>
<td>All persons or organizations where required by written contract.</td>
<td>All Locations and All Projects</td>
</tr>
</tbody>
</table>

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused by your negligence at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is:

1. The minimum amount required by any contract or agreement you have entered into to provide additional insured coverage; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER OnPoint Underwriting Inc.
8380 E Crescent Pkwy, Suite 200
Greenwood Village, CO 80111

CONTACT NAME: Steven McComb
PHONE (A/C, No Ext): (360) 828-0644
FAX (A/C, NO): (360) 828-0699
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: ACE American Insurance Company

INSURED
Barrett Business Services, Inc. L/C/F
REAL ESTATE CONSULTING & SERVICES, INC.
827 E CIVIC CENTER DRIVE
SANTA ANA, CA 92701

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 ISSUES 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.

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<th>INSR LTR</th>
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<th>ADJL INSR</th>
<th>SUB VRD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>SCHEDULED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>HIRED AUTOS</td>
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</table>
|          | EACH OCCURRENCE | | | | | | $5
|          | DAMAGE TO RENTED PREMISES (EA occurrence) | | | | | | $5
|          | MED EXP (Any one person) | | | | | | $5
|          | PERSONAL & ADV INJURY | | | | | | $5
|          | GENERAL AGGREGATE | | | | | | $5
|          | PRODUCTS - COMPOP AGG | | | | | | $5
|          | COMBINED SINGLE LIMIT | | | | | | $5
|          | (EA accident) | | | | | | |
|          | BODILY INJURY (Per person) | | | | | | $5
|          | BODILY INJURY (Per accident) | | | | | | $5
|          | PROPERTY DAMAGE | | | | | | $5
|          | EACH OCCURRENCE | | | | | | $5
|          | AGGREGATE | | | | | | $5
|          | A | | | | | | |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
|          | ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | | | |
|          | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |
|          | YES | | | | | | Y
|          | NO/A | | | | | | |
|          | WRC | | | | | | C48831175
|          | 11/01/16 | | | | | | 11/01/2017
|          | WC STATUTORY LIMITS | | | | | | OTHER |
|          | E.L. EACH ACCIDENT | | | | | | $2,000,000
|          | $2,000,000
|          | E.L. DISEASE - EA EMPLOYEE | | | | | | $2,000,000 |
|          | E.L. DISEASE - POLICY LIMIT | | | | | | $2,000,000 |

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

CERTIFICATE HOLDER
City of Bell
6330 Pine Ave.
Bell CA 90201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Richard Poling
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