AMENDMENT NO. 1

CONTRACT SERVICES AGREEMENT BY AND BETWEEN CITY OF BELL AND GRAFFITI PROTECTIVE COATINGS, INC.

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN CITY OF BELL AND GRAFFITI PROTECTIVE COATINGS, INC. ("Amendment No. 1") by and between the CITY OF BELL, a municipal corporation ("City") and GRAFFITI PROTECTIVE COATINGS, INC., a California corporation ("Contractor") is effective as of the 10th day of May, 2017.

RECITALS

A. City and Contractor entered into that certain agreement dated October 26, 2016 whereby Contractor agreed to provide graffiti removal services to the City ("Agreement").

B. Pursuant to section 3.4 of the Agreement and Section I of Exhibit D attached thereto, the term of the Agreement is for one (1) year and is set to expire on October 26, 2017.

C. The total maximum compensation due to Contractor under the one-year Agreement is an amount not to exceed $180,000.00.

D. By this Amendment No. 1, the City Council desires to extend the term of the Agreement an additional 8 months ending June 30, 2018, to coincide with the end of the 2017-2018 fiscal year.

E. With Amendment No. 1, the total maximum compensation due to Contractor under the Agreement, as amended, will increase by $120,000.00, from $180,000.00 to $300,000.00.

F. By this Amendment No. 1, the parties will also incorporate applicable federal provisions and contract requirements required by the Los Angeles County Community Development Commission as part of the CDBG Program.

G. By this Amendment No. 1 will also designate the Director of Community Development as the Contract Officer.

TERMS

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

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

"Subject to any limitations set forth in this Agreement, City 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 Three Hundred Thousand Dollars and No Cents ($300,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

01135.0006/372608.2
b. Section 4.3, "Contract Officer", of the Agreement is hereby amended and shall now read as follows:

"The Contract Officer shall be the City’s Community Development Director, or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.”

c. Section IV of Exhibit "B" of the Agreement is hereby added and shall read as follows:

"IV. The following federal requirements shall apply to this Agreement and shall supersede any other provision to the contrary.

A. Source Of Funds.

The City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 through the Community Development Block Grant (CDBG) Program. CDBG funds will be utilized to fund CDBG eligible areas only Non-CDBG eligible areas will be funded with other funds.

B. Record-Keeping And Reporting.

Pursuant to 24 C.F.R. Section 85.36(i)(10), the Contractor shall maintain all books, documents, papers, and records that are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts and transcripts. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

Pursuant to 24 C.F.R. Section 85.36(i)(11) and the Los Angeles County Development Commission’s Project Description and Activity Budget for the Graffiti Removal Project (601870-17) Contractor shall retain all required records for a period of five (5) years after the City makes final payments and all other pending matters are closed.

At any time during normal business hours and as often as the City, County of Los Angeles ("County"), the State, HUD and/or Comptroller General of the United States ("Comptroller") may deem necessary, the Contractor shall make available to the aforementioned entities or their representatives or agents for examination all of Contractor’s records with respect to all matters covered by this Agreement. Contractor will permit the City, the County, the State, HUD, the Comptroller and/or any of their
representatives or agents to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to the matters covered by this Agreement. Contractor shall provide to the City, the County, the State, HUD, and/or the Comptroller all requested documentation resulting throughout the course of or under this Agreement.

C. CDBG Regulations.

Contractor agrees to comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, which states the U.S. Department of Housing and Urban Development's regulations concerning CDBG, and all federal regulations and policies issued pursuant to these regulations.


E. Labor Standards And Civil Rights.

Contractor agrees to comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 and 11375, as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland “Anti-Kickback” Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 et seq.); Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.). Contractor agrees to comply with the requirements of all other applicable federal, State and local laws and regulations.

F. Environmental Conditions.

Pursuant to 24 C.F.R. Section 85.36(i)(13), Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

G. Lobbying Certifications.

The County Lobbyist Code Chapter 2.160 County Ordinance No. 93-0031 Certification is attached hereto as Exhibit "E". Contractor shall complete
and file this Certification as required.

The Federal Lobbyist Requirements Certification is attached hereto as Exhibit "F". Contractor shall complete and file this Certification with the City.

H. Conflicts Of Interest.

Contractor agrees, on behalf of itself and its family, and its members, officers, employees and agents and their families, not to accept any employment or representation or otherwise obtain a financial interest or benefit during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement. Contractor shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest including but not limited to 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b).

Contractor shall take appropriate steps to assure compliance with paragraph (a) of this section, and will incorporate the following provision into every sub-contract:

"Interest of Subcontractor and Employees. The Subcontractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Subcontractor or his employees must be disclosed to the Recipient and the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

I. Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program.

The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program, found at County Ordinance No. 2009-0026 and codified at County Code Chapter 2.206 ("County Ordinance"). Contractor shall keep County property taxes out of default status at all times during the term of this Agreement, as required by
the County Ordinance.

Failure of the Contractor to maintain compliance with the requirements set forth in the County Ordinance shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at County Ordinance No. 2009-0026 and codified at County Code Chapter 2.206. Additionally, failure of the Contractor to comply with the provisions of the County Ordinance may prevent the Contractor from being awarded a new contract by the City.”

d. Section I of Exhibit “C” is hereby amended to read as follows:

“I. Contractor shall perform the following tasks at the following rates:

“The total compensation for the Services shall not exceed Three Hundred Thousand Dollars and No Cents ($300,000.00) as provided in Section 2.1 of this Agreement. The maximum monthly installment shall be $15,000.00. The first invoice will be submitted following the first month of Services, and all other invoices will be submitted monthly thereafter.”

e. Section III of Exhibit “C” is hereby amended to read as follows:

“The total compensation for the Services shall not exceed Three Hundred Thousand Dollars and No Cents ($300,000.00) and shall not exceed $15,000.00 monthly, as provided in Section 2.1 of this Agreement.”

f. Section IV of Exhibit “D” of the Agreement is hereby added and shall read as follows:

“IV. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2018. The City may, at its sole and absolute discretion, extend the term for one (1) additional one-year period.”

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

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City 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 City that, as of the date of this Amendment No. 1, 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.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, 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 this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 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. 1 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

\[Signature\]
Fidencio Joel Gallardo
Mayor

ATTEST:

\[Signature\]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

\[Signature\]
Aleshire & Wynder, LLP

\[Signature\]
David J. Aleshire
City Attorney

CONTRACTOR:

GRAFFITI PROTECTIVE COATINGS, INC., a California corporation

\[Signature\]
By: 
Name: 
Title:

\[Signature\]
By: 
Name: 
Title: 
Address:

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 DEVELOPER’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 **August 21, 2017** before me, **Ash Sohal**, personally appeared **Carla Lennhoff** proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

Signature: [Signature]

## 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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SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

[Company Name]

[Signature]

[Date]

SIGNER(S) OTHER THAN NAMED ABOVE

[Signature]

[Date]
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 **August 21, 2016** before me, **Ash Sohal**, personally appeared **Steven Lenbrock** proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

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**GARFERS PROJECTS CREATING, INC.**

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01135.0006/372608.2
EXHIBIT "E"
Community Development Commission
County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: GRAFFITI PROTECTIVE COATINGS, INC.
Address: 414 N. LA FAYETTE BLDG. #267 (LA ANGELES)
State: CA Zip Code: 90064 Telephone Number (323) 664-4772

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3. That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

(By:)

(Signature)

(Date)

(Title)

01135.0006/372508.2
EXHIBIT “F”

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm: GREATFIRE PROTECTIVE SYSTEMS, INC. Date: 8/18/17
Address: 419 N. LA BREA AVE. # 404 LOS ANGELES
State: CA Zip Code: 90048 Phone No.: (310) 464-4472

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and;

3. The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: CARRIE LENFANT Title: PRES.

Signature: [Signature] Date: 8/11/17
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: License # 0757776
Concord, CA - HUB International Insurance Services Inc.
2300 Clayton Rd.
Concord, CA 94520

CONTACT NAME: Phone (925) 609-6500 Fax (925) 609-6550

INSCRIBER AFFORDING COVERAGE: MAIC #
INSURER A: Evanston Insurance Company 35378
INSURER B: Liberty Mutual Fire Insurance Company 23035

INSCRIBER D:
INSCRIBER E:
INSCRIBER 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 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 PAYED CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For information purposes only.

CERTIFICATE HOLDER

City of Bell
6330 Pine Ave.
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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