

**AMENDMENT NUMBER TWO  
TO PROFESSIONAL SERVICES AGREEMENT  
FOR CDBG/HOME COORDINATOR**

This Amendment is made and entered into this 1<sup>st</sup> day of July, 2012 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and MIKE LINARES, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on May 10, 2010, for Consultant to provide CDBG/HOME Coordinator services (the "Agreement"); and

WHEREAS, the term of Consultant and City's Agreement expired on June 30, 2011; and

WHEREAS, the Agreement contained a provision for four (4) additional one (1) year extensions at City's option; and

WHEREAS, the first extension was exercised and expires on June 30, 2012; and

WHEREAS, Consultant and City now desire to amend the Agreement to extend the term of the Agreement and provide for an appropriate adjustment of the amount of compensation which increases the hourly rate of Consultant, but reduces the existing compensation limit of \$87,000.00, for a total not-to-be-exceeded amount of \$85,000.00.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.1 of the Agreement is deleted in its entirety and replaced by the following:

2.1. Compensation. Consultant shall be paid \$73.50 an hour. Consultant's compensation shall in no case exceed Eighty Five Thousand Dollars (\$85,000.00).

2. Section 4.1 of the Agreement is deleted in its entirety and replaced by the following:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Parties will have the option to renew up to four (4) one (1) year periods.

3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.

4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment and previous Amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,  
A municipal corporation

[Redacted Signature]

Chief Executive Officer

Date: 7/16/12

MIKE LINARES, INC

[Redacted Signature]

Signature

Date: July 9, 2012

[Redacted Name and Title]

Name and Title

ATTEST:

[Redacted Signature]

City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO CONTENT:

[Redacted Signature]

Project Manager

Date: 3 July 2012

APPROVED AS TO FORM:



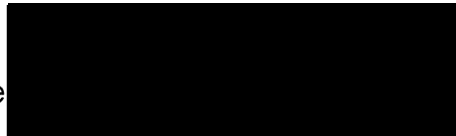
Date: 07/02/12

## DECLARATION OF EXEMPTION FROM WORKER'S COMPENSATION

I certify that in the performance of the work under this agreement/for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: 6-26-12

Signature



MIKE LINARES  
(Print Name)

PRESIDENT  
Title

MIKE LINARES INC.  
Name of Business or Company

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

# Commercial Certificate of Liability Insurance

**FARMERS**

Agency LISA NEWELL INSURANCE AGENCY

Name 940 CALLE NEGOCIO STE 220

&amp; SAN CLEMENTE, CA 92673

Address

St. 97 Dist. 44 Agent 393

Issue Date (MM/DD/YY) 07/26/12

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 shown below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Companies Providing Coverage (NAIC #):**

Company Letter A Truck Insurance Exchange 21709

Company Letter B Farmers Insurance Exchange 21652

Company Letter C Mid-Century Insurance Company 21687

Company Letter D

**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.

Co. Ltr.	Add'l. Insrd.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
		<b>General Liability</b> ____ Commercial General Liab. ____ Businessowners Liability  ____ Claims Made ____ Occurrence General Aggregate Limit Applies: ____ Per Location ____ Per Project				Each Occurrence \$ Damage To Rented Premises (Ea. Occur.) \$ Medical Expenses (Any one person) \$ Personal & Adv. Injury \$ General Aggregate \$ Prod./Comp. Ops. Aggr. \$
B		<b>Automobile Liability</b> ____ Any Auto ____ All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos ____ Hired Autos ____ Non-Owned Autos	133012384	07/01/12	01/01/13	Combined Single Limit (Each accident) \$ Bodily Injury (Per person) \$ 250,000 Bodily Injury (Per accident) \$ 500,000 Property Damage (Per accident) \$ 100,000
		<b>Garage Liability</b> ____ Any Auto				Auto Only-Ea. Accident \$ Other Than Each Accident \$ Auto Only: Aggregate \$
A	X	<b>Umbrella Liability</b> Retention \$	015063783	03/23/12	03/23/13	Limit \$ 1,000,00
		<b>Workers' Compensation and Employers' Liability</b>				Statutory Each Accident \$ Disease - Ea. Employee \$ Disease - Policy Limit \$

**Description of Operations/Vehicles/Restrictions/Special items:**

2007 ACURA MDX

VIN#: 2HNYD28277H514453

**Certificate Holder**

Name . City of Costa Mesa and the Costa Mesa  
& . Housing Authority and its elected and  
Address . appointed boards, officers, agents and  
. employees and additional insured with  
. respect to the subject of this contract  
. PO BOX 1200  
. COSTA MESA, CA 2626

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in ac

Authorized Representative

JUL 26 2012 11:00

In Risk on 7/30/12



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SWM

DATE (MM/DD/YYYY)  
07/30/12

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Robert Bell Ins. Brokers Inc. 5256 S. Mission Rd. Suite 1006 Bonsall, CA 92003 Scott Marquart		<b>800-426-2634</b> <b>760-631-5983</b>	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>FAX</b> (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> LINAMI1
<b>INSURED</b> Mike Linares P.O. Box 3913 San Clemente, CA 92672	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty		20443
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## 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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	4025987618	07/15/12	07/15/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
\*10 day notice of cancellation for non-payment of premium\* Certificate Holder and its elected and appointed boards, officers, agents and employees are named as Additional Insured as it is required per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Costa Mesa  
Costa Mesa Housing Authority  
77 Fair Dr.- 2nd Floor  
Costa Mesa, CA 92626

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  
Scott Marquart

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the ~~policy~~ ~~mark~~

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under ~~the~~ extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to ~~the~~ Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED ~~is~~ amended to include as an additional insured any person or organization (referred to below as vendor) ~~with~~ whom you agreed, because of a written contract or agreement to provide insurance, but only ~~with~~ respect to "bodily ~~injury~~" or "property damage" arising out of "your products" which are distributed or sold ~~in~~ the regular course of the vendor's business, subject to the ~~policy~~ ~~mark~~ additional exclusions:

1. The insurance afforded the vendor does not apply ~~to~~
  - a. "Bodily ~~injury~~" or "property damage" for which the vendor ~~is~~ obligated to pay damages by reason of the assumption of ~~responsibility~~ ~~in~~ a contract or agreement. This exclusion does not apply to ~~responsibility~~ for damages that the vendor would have ~~in~~ the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change ~~in~~ the product made ~~in~~ ~~connection~~ by the vendor;
  - d. Repackaging, except when unpacked ~~and~~ for the purpose of inspection, demonstration, ~~and~~ or the substitution of parts under instructions from the manufacturer, and then repackaged ~~in~~ the ~~same~~ container;
  - e. Any ~~responsibility~~ to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make ~~in~~ the usual course of business, ~~in~~ connection ~~with~~ the ~~manufacture~~ or sale of the products;
  - f. Demonstration, ~~and~~ ~~and~~ servicing or repair operations, except such operations performed at the vendor's premises ~~in~~ connection ~~with~~ the sale of the product;
  - g. Products which, after ~~manufacture~~ or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily ~~injury~~" or "property damage" arising out of the sole negligence of the vendor for ~~his~~ own acts or omission or those of ~~any~~

employees or anyone else acting on ~~his~~ behalf. However, ~~the~~ exclusion does not apply ~~to~~

- (1) The exceptions contained ~~in~~ Subparagraphs d. or f. or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make ~~in~~ the usual course of business, ~~in~~ connection ~~with~~ the ~~manufacture~~ or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering ~~into~~ accompanying or containing such products.
  3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of ~~the~~ Policy.
  4. This provision 2. does not apply ~~to~~ "bodily ~~injury~~" or "property damage" included ~~in~~ the "products-completed operations hazard" ~~is~~ excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED ~~is~~ amended to include as an insured any person or organization (called additional insured) described ~~in~~ paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on ~~the~~ ~~policy~~ under a written contract or agreement but the written contract or agreement must be:

1. Currently ~~in~~ effect or becoming effective during the term of ~~the~~ ~~policy~~?
2. Executed prior to the "bodily ~~injury~~" or "property damage" or "personal and advertising ~~injury~~" but

Only the ~~policy~~ ~~mark~~ persons or organizations are additional insureds under ~~the~~ endorsement and coverage provided to such additional insureds ~~is~~ ~~as~~ provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work ~~is~~ an additional insured ~~with~~ for ~~his~~ due to your negligence ~~with~~ resulting



from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to damages resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is the same as that provided to you.

(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is lower. These Limits of Insurance are not to be added to the Limits of Insurance shown in the Declarations.

(2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the "Insured Contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

(3) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage," or "personal and advertising injury" arising out of the rendering or attempt to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, glass entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk signs, street banners, or decorations and other exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their damages arising out of:

(1) Their management or control of you; or

(2) Premises they own, maintain or control with you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to damages arising out of the ownership, maintenance or use of that whole or part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their damages as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to damages arising out of the ownership, maintenance or use of that whole or part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under ~~the~~ insurance but only (with respect to the co-owners ~~portion~~) as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only (with respect to their ~~portion~~) arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under ~~the~~ endorsement ends when their written contract or agreement (with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included (with the "products-completed operations hazard."

**3. The ~~following~~ are added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement ~~with the insured~~ requires that ~~the~~ insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY - DAMAGE TO PREMISES**

- A. Under B. Exclusions, 1. Applicable to Business ~~Portion~~ Coverage, Exclusion k.

**Damage To Property, is replaced by the ~~following~~ ~~text~~:**

**k. Damage To Property**

"Property damage" is:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or ~~individual~~ for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you will give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working ~~on your behalf~~ or ~~on your behalf~~ are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

Paragraph 2 of ~~the~~ exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of ~~the~~ exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you (with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate ~~part~~ of insurance applies to Damage To Premises Rented To You as described in Section D - ~~Portion~~ and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of ~~the~~ exclusion do not apply to ~~the~~ assumed under a sidetrack agreement.

Paragraph 6 of ~~the~~ exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the ~~new~~ paragraph of 2. Exclusions ~~is~~ deleted and replaced by the ~~following~~ { ~~text~~ }

Exclusions ~~c, d, e, f, g, h, i, j, k, l, m, n, and o~~, do not apply to damage by ~~fire~~ to premises { ~~land~~ rented to you or temporarily occupied by you { ~~with~~ permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate ~~policy~~ of insurance applies to ~~the~~ coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The ~~new~~ Paragraph under item 5. **Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** ~~is~~ replaced by the ~~following~~ { ~~text~~ }

The most we { ~~may~~ pay under Business ~~Property~~ } for damages because of "property damage" to any one premises, { ~~land~~ rented to you, or temporarily occupied by you, { ~~with~~ the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, ~~is~~ the Damage to Premises Rented to You ~~limit~~ shown in the Declaration.

**5. Broad Knowledge of Occurrence**

The ~~following~~ { ~~text~~ } items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or ~~action~~ ~~is~~ known ~~to~~ ~~us~~ >
- (1) You or any additional insured that ~~is~~ an ~~individual~~
  - (2) Any partner, ~~if~~ you or an additional insured ~~is~~ a partnership;
  - (3) Any manager, ~~if~~ you or an additional insured ~~is~~ a ~~public~~ ~~utility~~ ~~company~~;
  - (4) Any "executive ~~officer~~ or Insurance manager, ~~if~~ you or an additional insured ~~is~~ a corporation;

- (5) Any trustee, ~~if~~ you or an additional insured ~~is~~ a ~~partner~~

- (6) Any elected or appointed ~~officer~~ ~~if~~ you or an additional insured ~~is~~ a ~~trustee~~ subdivision or public ~~entity~~

This paragraph e. applies separately to you and any additional insured.

**6. Bodily Injury**

**Section F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" ~~is~~ deleted and replaced { ~~with~~ the ~~following~~ { ~~text~~ } }

"Bodily Injury" means bodily ~~injury~~ sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental ~~injury~~ by that person at any time which results as a consequence of the bodily ~~injury~~ sickness or disease.

**7. Expanded Personal and Advertising Injury Definition**

The ~~following~~ { ~~text~~ } ~~is~~ added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in ~~injury~~ to the feelings or reputation of a natural person, but only ~~if~~ such discrimination or humiliation ~~is~~ >

1. Not done ~~intentionally~~ by or at the direction ~~of~~ >

- a. The insured; or
- b. Any "executive ~~officer~~ director, stockholder, partner, member or manager ~~if~~ you are a ~~public~~ ~~utility~~ ~~company~~ of the insured; and

2. Not ~~intentionally~~ or ~~intentionally~~ related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- B. The ~~following~~ { ~~text~~ } ~~is~~ added to Exclusions, **Section B.:**

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination ~~intentionally~~ or ~~intentionally~~ related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental ~~inst~~ because of discrimination.

- C. This provision (**Expanded Personal and Advertising Injury**) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, **Expanded**

**Personal and Advertising Injury Coverage** does not apply to ~~trans~~ issued in the states of New York or Ohio.

- D. This provision (**Expanded Personal and Advertising Injury**) does not apply to **Personal and Advertising Injury Liability** in excluded either by the provisions of the Policy or by endorsement.

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# Purchase Order

**City of Costa Mesa**  
 City of Costa Mesa  
 Finance Dept./Purchasing  
 77 Fair Drive, 1st Floor  
 Costa Mesa CA 92626  
 United States

Vendor: 0000002969  
 Mike Linares Inc  
 514 Calle Cuadra  
 San Clemente CA 92673  
 United States

Purchase Order	Date	Revision	Page
CITY - 0000008335	08/02/2012		1
Payment Terms	Freight Terms	Ship Via	
DUE	Destination	COM	
Buyer: Stocker, Don		Currency Code: USD	

Ship To: Community Development/ HOD  
 77 Fair Drive, 5th Floor  
 Costa Mesa CA 92626  
 United States

Bill To: City of Costa Mesa  
 Accounts Payable  
 PO Box 1200  
 Costa Mesa CA 92628-1200  
 United States

Tax Exempt? N Tax Exempt ID:

Line-Schd Item	Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Professional Services Agreement		1.00	LT	85,000.00	85,000.00	06/30/2013
Schedule Total						85,000.00	

CDBG/HOME Coordinator Services at \$73.50 an hour, for the successful completion of projects pursuant to the rules and regulations of the Community Development Block Grant and HOME Investment Partnership Program. Includes but not limited to Public Service Grant Processing, Home/CDB/HRP Administration, HRP and CDBG-R Programs.

Term Of Agreement: July 1, 2012 through June 30, 2013 (2nd 1-year Renewal Option of Agreement dated 07/01/10)

Not to Exceed \$85,000.00

Item Total 85,000.00

## Notes:

- 1) Department Contact Person: Martha Rosales (714) 754-5635
- 2) Vendor Contact Person: Mike Linares (949) 369-1517
- 3) Replaces PO 7878.
- 4)\*\*This Purchase Order serves as a written contract for the work listed above. As stated on the back of the Purchase Order Item #15, Commercial General Liability (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to the City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy from the vendor".
- 5) Insurance valid thru: GL 07/15/13, Auto 01/01/13, WC Exempt.
- 6) Approved by City Council 05/06/10
- 7) 2nd of four (4) 1-year renewal options.
- 8) Amendment Number Two dated July 1, 2012 increases the hourly rate paid to \$73.50 and resets renewal options to four (4) one-year renewal options.

## Internal Notes:

530201-207-11310-20427 = \$85,000.00

Total PO Amount 85,000.00

Accounts Payable: (714) 754-5218 or 5073. Purchase Order Number and Department Organization Number must appear on all invoices and shipping papers. Invoice must state complete or partial delivery. Include your Taxpayer ID Number.

MAE

