

# CONTRACT INFORMATION SHEET

**DATE: April 29, 2016**

<b>Contract No.:</b>	<u>P-16-180-C</u>	<b>Vendor Number:</b>	<u>0000279646</u>
<b>Contract Title:</b>	<u>Utility Cost Reduction Services</u>	<b>Name/Address:</b>	<u>Utility Cost Management, LLC</u> <u>1100 W. Shaw Ave Suite 126</u> <u>Fresno, CA 93704</u>
<b>Contract Period:</b>	<u>04/29/16 - 04/28/19</u>	<b>Representative:</b>	<u>Scott Predmore</u>
<b>Using Agencies:</b>	<u>ITSD – Fine Street</u>	<b>Phone No.:</b>	<u>559.261.9230</u>
		<b>Email:</b>	<u>utilitycostmanagement.com</u>
<b>Terms:</b>	<u>Net 45</u>		
<b>Total Contract Amt.:</b>	<u>\$7,500.00</u>		
<b>Buyer Name:</b>	<u>S.W. Kirby</u>		

**Requisition No:** 8905160683      **Org:** 8905

**Supersedes:** \_\_\_\_\_

NEW     
  RENEWAL     
  ADJUSTMENT  
 TICK DATE \_\_\_\_\_     
  REFERENCE (RFQ# / RFP#) \_\_\_\_\_

**DESCRIPTION:** Vendor to provide analysis of County's gas and electricity billing data and tariffs, provide utility cost reduction recommendations and assist in implementing selected cost reduction programs.

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_

DISTRIBUTION:	Completed By:	Date:	Completed By:	Date:
DEPARTMENT: <u>ITSD</u>	_____	_____	_____	_____
REQUISITIONER: <u>Vince Montgomery</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## **AGREEMENT TO PROVIDE UTILITY COST REDUCTION SERVICES**

This agreement (the "Agreement") is made by and between Utility Cost Management LLC ("UCM") and the County of Fresno ("Client"), as follows:

### **I. Services to be Provided by UCM.**

UCM will perform utility cost reduction services for Client, in connection with Client's electricity and natural gas accounts ("Utility Accounts"). The utility cost reduction services provided by UCM generally will consist of identifying, presenting, facilitating implementation, and reporting the results of projects that involve energy efficiency, conservation, renewable energy generation, or other measures that reduce utility consumption and/or utilize utility provider tariff provisions to achieve cost reductions for Client ("Utility Cost Reduction Projects"). These services are referred to as Utility Bill Auditing Services, Project Identification Services, Project Presentation Services, Implementation Services, and Reporting Services.

#### **A. Utility Bill Auditing Services**

UCM is hereby authorized to obtain and review information relating to Client's electricity and natural gas accounts ("Utility Accounts"). UCM will analyze historical billing data and use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. Within 90 days of the Effective Date (as defined below), UCM will send a "Findings Letter" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time as new information becomes available, supplement or amend the Findings Letter. UCM is authorized by Client to take steps to obtain the refunds, credits or Future Savings identified in the Findings Letter. Such steps may include, but are not limited to, communicating, negotiating and dealing with utility providers, and, if necessary, seeking relief from the California Public Utilities Commission in a complaint proceeding or other proceeding.

#### **B. Project Identification Services**

##### **1. Analysis of Utility Billing Data and Tariffs**

UCM will obtain and review detailed billing data for Client's Utility Accounts to determine which accounts and locations offer potential for cost-effective Utility Cost Reduction Projects. UCM's review may include analysis of historical consumption data and, when available, "interval data" that provides energy consumption in 15-minute, hourly, or daily increments. UCM also may evaluate applicable utility provider tariffs and rate schedules to determine if billing changes can augment the benefits of efforts to reduce or alter Client's consumption of utility services.

##### **2. Fact-Finding and Research**

UCM will obtain information on the facilities served at various Client locations and the way utility services are being utilized. If necessary and with Client's permission, UCM will perform site visits to selected Client locations to gather additional information. UCM will have preliminary discussions and meetings with utility providers, vendors and Client to further evaluate potential Utility Cost Reduction Projects.

##### **3. Financial Modeling**

Based on the information gathered, UCM will prepare analyses that will quantify potential financial outcomes under different scenarios over the expected life of the project.

### C. Project Presentation Services

UCM will present to Client information and analyses on cost-effective utility cost reduction projects, and will collaborate with Client to determine which projects to pursue (hereinafter "Project Presentation Services").

#### 1. Recommendation of Utility Cost Reduction Projects

UCM will identify in writing Utility Cost Reduction Projects that offer attractive returns on investment and/or otherwise achieve Client's objectives. This written document will be referred to as the "Utility Cost Reduction Project List". The Utility Cost Reduction Project List primarily will be based on the results of UCM's financial modeling, but will also take into account Client's stated priorities and objectives. . The date that UCM initially presents the Utility Cost Reduction Project List to Client will be referred to as the "Project List Presentation Date".

#### 2. Further Project Evaluation and Adjustment

Based on Client's response to the Utility Cost Reduction Project List, UCM will perform additional services to further assist Client in evaluating opportunities. Such services may include responding to specific Client inquiries or concerns, consulting with vendors to refine project terms, confirming availability of financing, working with utility providers on rate, regulatory, or rebate issues, and meeting with Client staff and/or Client Board Members as necessary. As a result of this work, it is possible that the Utility Cost Reduction Project List that UCM presented to Client on the Project List Presentation Date may be revised or updated.

### D. Implementation Services

Client will notify UCM in writing of those projects from the Utility Cost Reduction Project List that it wishes to pursue. These projects will be referred to as "Approved Utility Cost Reduction Projects". UCM will assist Client with the implementation of the Approved Utility Cost Reduction Projects by providing various Implementation Services, as described below.

#### 1. Vendor-Related Implementation Services

At Client's direction, UCM will identify vendors for Client's consideration to implement Approved Utility Cost Reduction Projects, provide final project specifications to vendors, and solicit and evaluate vendor proposals. If Client determines that a "Request for Proposal" (RFP) must be issued in connection with the Approved Utility Cost Reduction Projects, then UCM will assist Client in developing and administering the RFP.

#### 2. Utility Provider Implementation Services

UCM will work with Client's utility providers as necessary to ensure the successful implementation of Approved Utility Cost Reduction Projects. Such services may include implementing rate changes or programs that will reduce ongoing utility charges, applying for rebates, incentives, or other discounts that will defray initial project costs, and obtaining utility approval as necessary for any changes in service.

#### 3. Financing Implementation Services

If Client elects to finance any Approved Utility Cost Reduction Projects, then at Client's direction UCM may work to assist Client in securing such financing. This work may include applying for utility or government programs offering preferred interest rates and terms, or seeking private funding at desirable rates and terms.

#### **4. Coordination Implementation Services**

If necessary and at Client's direction, UCM will assist with coordinating project implementation tasks among utility personnel, vendors, and Client, and will provide progress reports to Client.

##### **E. Reporting Services**

Once any Approved Utility Cost Reduction Project is complete, UCM will provide the following services (designated "Reporting Services"):

##### **1. Quantification of Project Results**

UCM will obtain detailed usage and billing data to quantify the savings realized by Client. The precision of UCM's calculations, and the method used to determine the savings, will be selected by UCM and approved by Client subject to the type, size, and available data for the Utility Cost Reduction Project being analyzed.

##### **2. Reporting to Client**

For the first year after a Utility Cost Reduction Project is completed, UCM will provide periodic information to Client on the project results. These reports may be provided quarterly, bi-annually, or annually, depending on Client's preferred frequency.

#### **II. Client's Duties**

Client will cooperate, as reasonable, with UCM's requests to provide any information, documents, authorizations, consents or agreements necessary or convenient for UCM to carry out the services contemplated by this Agreement.

#### **III. UCM's Compensation**

##### **A. Utility Bill Auditing Fees**

Client will pay to UCM a one-time Utility Bill Auditing Fee of \$7,500 upon receipt of the Findings Letter. In addition, if Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM 40% of the amount refunded or credited. If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM 40% of such Future Savings that accrue during a Three-Year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-Year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-Year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-Year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue.

##### **B. Project-Related Fees**

For any Approved Utility Cost Reduction Projects, Client will pay to UCM 12% of the project cost, excluding rebates, incentives, or other discounts offered by utility providers, manufacturers, government entities, or regulatory bodies. These fees will be designated as "Project-Related Fees".

40% of the Project-Related Fees will be owed to UCM once Client has executed an agreement with a vendor or other party to implement an Approved Utility Cost Reduction Project, or when work has otherwise started on an Approved Utility Cost Reduction Project. 50% of the Project-Related Fees will be owed to UCM once an Approved Utility Cost Reduction Project has been completed. 10% of the Project-Related Fees will be owed to UCM once UCM has completed the Reporting Services described in Section 1.D for the first year after an Approved Utility Cost Reduction Project has been in place.

#### **C. Payments**

UCM will submit invoices to Client as Utility Bill Auditing Fees and Project-Related Fees are due. Payment of UCM's invoices are due within 45 days of the date that UCM's invoices are received by Client.

#### **D. Discounts, Referral Fees and Other Incentives from Vendors**

UCM anticipates that vendors may offer discounts, referral fees, and other financial incentives in hopes of securing contracts to complete Utility Cost Reduction Projects. Vendors can justify these incentives because (1) they recognize that UCM works with hundreds of utility customers throughout California and potentially is an excellent source of new business, and (2) UCM's work analyzing the projects and presenting them to Client simplifies their sales process. UCM will encourage vendors to offer these financial incentives, but UCM will not accept payments of any kind from vendors or contractors. Instead, UCM will insist that the incentives are used to reduce the cost of the Utility Cost Reduction Projects for Client.

### **IV. Termination of the Agreement**

Either party may, for any reason, terminate this Agreement by providing written notice of the termination to the other party. Termination of the Agreement will occur 30 days after such notice is received by the other party.

If UCM terminates the Agreement, then UCM will not be entitled to any compensation after the date of termination.

If Client terminates the Agreement before receiving the "Findings Letter" described above, then UCM will retain the one-time Utility Bill Auditing fee of \$7,500, but will not be entitled to any other compensation. If Client terminates the Agreement after receiving the Findings Letter, but before receiving the Utility Cost Reduction Project List, then UCM will be entitled to all Utility Bill Auditing Fees, including those for refunds, credits or Future Savings that are received by Client after termination, but UCM will not be entitled to any Project-Related Fees.

If Client terminates the Agreement after receiving the Utility Cost Reduction Project List, then UCM will be entitled to all Utility Bill Auditing Fees, including those for refunds, credits or Future Savings that are received by Client after termination, and also will be entitled to any Project-Related Fees owed or earned as of the date of termination. In addition, if Client subsequently approves and implements a cost reduction measure identified on the Utility Cost Reduction Project List, or a cost reduction measure similar in type, size and location as that recommended on the Utility Cost Reduction Project List, then Client will remain obligated to pay UCM all Project-Related Fees, even if the cost reduction measure was approved and implemented after the date of termination and without assistance from UCM.

**V. No Contractor Services**

Client acknowledges and understands that: (1) UCM is not a contractor, and is not providing contractor services, (2) UCM solely is providing advisory, analytical, and assistance services based on its experience analyzing utility rates, tariffs, and cost reduction measures, (3) Client will enter into agreements directly with qualified vendors and/or contractors for any construction or installation services, and UCM will not be a party to those agreements, (4) UCM will not undertake to construct, alter, repair, add to, subtract from, improve, move, wreck, or demolish any building, facility, structure, project, development, or improvement, and (5) UCM will not act as a construction manager. UCM will not be liable for any damages caused by the acts, errors, or omissions of any vendor or contractor hired by Client to implement a Utility Cost Reduction Project or any other project.

**VI. Limitation of UCM's Liability**

Notwithstanding any other provision of this Agreement:

- (1) Under no circumstances will UCM be liable for damages, or any other recovery, in an amount that exceeds the compensation paid to UCM under this Agreement.
- (2) Under no circumstances will UCM be liable for incidental, consequential, punitive, or exemplary damages or other recovery.
- (3) Under no circumstances will UCM be liable for the acts, omissions, or representations by vendors, contractors, utility providers, financing entities, or any person or entity that is recommended by UCM.

In any dispute arising from or related to this Agreement, Client covenants and agrees that it will not seek or recover any, and Client hereby expressly waives any claim for, damages or other recovery that is inconsistent the provisions of this Section VI.

**VII. Amendments**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by the parties.

**VIII. Severability**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**IX. Construction**

In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in drafting of this Agreement.

**X. Entire Agreement**


This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.


**XI. Authority to Sign**

The individual signing this Agreement on behalf of Client hereby represents and warrants that he/she is authorized to do so and to thereby legally bind Client. The individual signing this Agreement on behalf of UCM hereby represents and warrants that he/she is authorized to do so and to thereby legally bind UCM.

**UTILITY COST MANAGEMENT LLC**

**COUNTY OF FRESNO (Client)**

By:   
Signature  
Scott Pedraza  
Print  
Its: Vice President  
Date: 4.29.16

By:   
Signature  
Corey Cornuelle  
Print  
Its: Purchasing Manager  
Date: 4-29-16



Pacific Gas and Electric Company

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY (Please Print or Type)

I, GARY E. CORNUELLE PURCHASING MANAGER NAME TITLE (IF APPLICABLE)

of COUNTY OF FRESNO (Customer) have the following mailing address NAME OF CUSTOMER OF RECORD

4525 E. HAMILTON AVE. FRESNO, CA 93702, and do hereby appoint MAILING ADDRESS CITY STATE ZIP

UTILITY COST MANAGEMENT LLC of 1100 W. SHAW AVENUE, SUITE 126 FRESNO CA 93711 NAME OF THIRD PARTY MAILING ADDRESS CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

- 1. SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED - This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- \* [initials] 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.
\* [initials] 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
\* [initials] a. Verification of rate, date of rate change, and related information;
\* [initials] b. Contracts and Service Agreements;
\* [initials] c. Previous or proposed issuance of adjustments/credits; or
\* [initials] d. Other previously issued or unresolved/disputed billing adjustments.
\* [ ] 3. Request investigation of my utility bill(s).
\* [initials] 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
\* [ ] 5. Request rate analysis.
\* [initials] 6. Request rate changes.
\* [ ] 7. Request and receive verification of balances on my account(s) and discontinuance notices.

1 The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.



AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS<sup>2</sup> (initial one box only):

<sup>2</sup>If no time period is specified, authorization will be limited to a one-time authorization

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

\*  Authorization is given for the period commencing with the date of execution until 2017 (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

Hard copy via US Mail (if applicable).

Facsimile at this telephone number: 559/ 261-9231

Electronic format via electronic mail (if applicable) to this e-mail address: mk@utilitycostmanagement.com  
br@utilitycostmanagement.com

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]

Abby E. Carson  
AUTHORIZED CUSTOMER SIGNATURE

559 600-7114  
TELEPHONE NUMBER

Executed this May 2 day of May 2016  
MONTH YEAR

at France CA  
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

Scott Predmore  
AGENT SIGNATURE  
UTILITY COST MANAGEMENT LLC  
COMPANY

559-261-9236  
TELEPHONE NUMBER

Executed this 2 day of MAY 2016  
MONTH YEAR



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2016

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> Der Manouel Ins & Fin Svcs Inc Der Manouel Insurance Group P.O. Box 28906 Fresno, CA 93729-8906 House Account	<b>CONTACT NAME:</b> Verity Racht	
	<b>PHONE (A/C, No, Ext):</b> 559-447-4600	<b>FAX (A/C, No):</b> 559-447-4586
<b>E-MAIL ADDRESS:</b> vracht@dmig.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Employers Compensation Ins Co.		<b>11512</b>
<b>INSURER B:</b> Allied Insurance		<b>42579</b>
<b>INSURER C:</b> Philadelphia Insurance Co		<b>18058</b>
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** Utility Cost Management LLC  
1100 W. Shaw Avenue, Suite 126  
Fresno, CA 93711

**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	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired/Non-Owned A GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACP7802036862	12/13/2015	12/13/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	FN032700212	02/04/2016	02/04/2017	Limit 1,000,000 Ded 25,000
C	Prof Liability			PHSD1135793	05/23/2016	05/23/2017	Limit 1,000,000 Ded 25,000

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

Additional insured: County of Fresno, its officers, agents, and employees  
Endorsement attached: PB6003 0411

<b>CERTIFICATE HOLDER</b>  FRESC-3  County of Fresno 4525 E. Hamilton Avenue Fresno, CA 93702	<b>CANCELLATION</b>  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 <i>Verity Racht</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – MUNICIPALITIES OR PUBLIC  
AGENCY – INSURED PROVIDING PROFESSIONAL  
SERVICES**

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Section II. WHO IS AN INSURED:

The municipality and/or public agency designated in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your operations, other than the rendering of or the failure to render

professional services, advice of instruction, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of the municipality and/or public agency designated in the Schedule of this endorsement, whether or not such negligence has been assumed by you in a contract or agreement.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**SCHEDULE**

**Municipality and/or Public Agency:**

County of Fresno, its officers, agents, and employees