

04/04/2020

CLERK OF COUNCIL



SOFTWARE LICENSE AND SUPPORT AGREEMENT

iWater, Inc.
12 Goodyear, Suite 130
Irvine, CA 92618-3747
Phone: 949-768-4549
Fax: 949-768-4155

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This agreement effective as of the last date signed below (the "Effective Date") is between iWater, Inc. ("iWater"), and City of Santa Ana ("Licensee") and consists of this infraMAP® Software License and Support Agreement and the attached exhibits referenced below (collectively, "Agreement").

APR 07 2020

SCOPE OF LICENSE GRANT

For a maximum term of five (5) years from the Effective Date, subject to payment of Monthly License Support Fee and applicable fees set forth on Exhibits A and B, Licensor hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, non-transferable license to use the iWater infraMAP® Software and Related Materials (collectively, the "Software") as defined in, and in accordance with the terms of this Agreement. The initial term is for three (3) years with an option to renew annually for an additional two (2) years from the Effective Date.

SUPPORT AND MAINTENANCE

iWater shall provide Software Maintenance & Support as detailed below, in exchange for payment of Monthly License Support Fee. After the initial three (3) years, at the sole option of the Licensee, Maintenance & Support may be extended in one (1) year increments for the remaining 2-year period at the prices and payment terms stated in Exhibits A and B. Software Maintenance & Support services include:

1. Improvements, updates, or modifications to the infraMAP® Software product purchased that iWater makes generally available as a minor release or update.
2. Access to iWater's Technical Support Team ("Help Desk") to answer questions, provide email and telephone support, as well as assistance during normal business hours for current versions of infraMAP® software. iWater will investigate all questions and problems promptly. Licensee agrees to provide adequate information to iWater to assist in the investigation and to confirm that any problems have been resolved. If deemed necessary, iWater may also provide on-site support.
3. Software License Support fees must be pre-paid monthly and are non-refundable for any reason.

GENERAL PROVISIONS AND DEFINITIONS

1. **Software:** "Software," as used in this Agreement, includes the following infraMAP® software products and extensions thereof: infraMAP®, infraMAP® Enterprise, infraMAP® Field, infraMAP® Manager, infraMAP® NOW, infraMAP® PLUS, infraMAP® Standard, infraMAP® 811 Tickets, infraMAP® Desktop, infraMAP® IOS, infraMAP® Android, infraMAP® Server, (individually and collectively, "Licensed Products" or "Software"), and additional or successor Software products marketed or licensed.
2. **License Use:** Licensee shall not copy the License Products or Software, nor shall the Licensee allow their use by others, without the express and written permission of iWater, excluding the use for backup, archival, and in-house disaster recovery purposes. Licensee furthermore agrees not to:
 - A. Reverse engineer any part of the Licensed Products, in part or in their entirety;
 - B. Distribute, sell, or otherwise transfer any part of the Licensed Products.
 - C. Create any derivative works or products based on or derived from the Licensed Products or documentation or modify any Licensed Products or documentation without the prior written consent of iWater. In the event of a breach of this provision, said modification, derivative work, or product based on the Licensed Products or documentation is hereby deemed assigned to iWater (without limiting their remedies).
3. **Protection of Intellectual Property Rights:** Licensee will reproduce and include any copyright, patent, trademark, or restrictive legends or notices on all items licensed under this Agreement and shall take other necessary steps to protect iWater's and its licensor's intellectual property rights.
4. **No Implied Waivers:** The failure of either party to uphold or enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.
5. **Severability:** The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.
6. **Independent Contractor:** iWater is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.
7. **Force Majeure:** If the performance of this Agreement or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber-attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or

any act or condition whatsoever beyond the reasonable control of the affected party; the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

8. **Counterparts:** This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.
9. **Successor and Assigns:** Neither iWater nor Licensee shall assign, sublicense, or transfer its rights nor delegate its obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.
10. **Equitable Relief:** The parties agree that any breach of this Agreement by one party may cause irreparable damage to the non-breaching party and that, in the event of such breach, in addition to any and all remedies at law, the non-breaching party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.
11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Either party may give the other party written notice of any dispute not resolved in the normal course of business. The parties shall thereupon attempt in good faith to resolve such a dispute promptly by negotiations between executives who have the authority to settle the dispute. If the dispute has not been resolved within sixty (60) days, after such written notice is given, either party may avail itself of any process or means legally available to it to resolve the dispute.
12. **Insurance:** iWater shall maintain during the performance of this Agreement policies of insurance as follows:
 - General Liability:** iWater shall maintain commercial general liability (CGL) insurance written on Insurance Services Office form CG 00 01 or equivalent and shall cover claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by iWater, its agents, employees, representatives, or subcontractors. The limit for this insurance shall be not less than \$1,000,000.00 per occurrence, and \$2,000,000 in the annual aggregate.
 - Automobile Liability:** iWater shall maintain business automobile liability insurance with coverage for vehicles including those owned, hired, and non-owned. The limit amount for this insurance shall be not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage.
 - Workers' Compensation:** iWater shall maintain Workers' Compensation Insurance, as required by law in the State of California, and Employers' Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.
 - Professional Liability:** iWater shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by iWater in the course of work performed for Licensee under this Agreement. This insurance shall include coverage for liability assumed under this Agreement when iWater's wrongful acts, errors, or omissions cause such liability. The limit for this insurance shall be not less than \$1,000,000.00 per claim.

Insurers shall have a current A.M. Best's rating of no less than A:6 or equivalent unless otherwise approved by Licensee in writing. In addition, all insurers must be authorized to conduct business in the State of California, as evidenced by a listing in the official publication of the Department of Insurance of the State of California.

The premiums for insurance coverage shall be paid in full by iWater, exclusive of any waivers of subrogation.

Upon written request, Certificates of insurance and endorsements, verifying the insurance coverage required by this Agreement, shall be provided to Licensee within five (5) calendar days.
13. **Pricing and Sales Tax:** Licensee shall be responsible for all state or local sales tax, whether or not specified previously or elsewhere.
14. **Term and Termination:**
 - A. iWater has the unilateral right, but not obligation, to terminate this Agreement and the corresponding right to use Software, without further action or notice and without refund of fees for the applicable period, immediately upon any material breach by Licensee of any provision of this Agreement. In this case, Licensee shall promptly uninstall and return all Software and Related Materials to iWater, and permanently erase all from any computer and storage media, and provide proof thereof.
 - B. Licensee agrees to pay iWater in full for all Software and services for the applicable period provided prior to termination of Agreement.



C. Upon termination of this Agreement for any reason, all obligations and fees that accrued prior to the effective date of termination and any remedies for breach of this Agreement shall survive any termination. No refunds will be given for unused portion of any annual services or licenses.

15. **Notices:** All notices, demands, requests, or approvals to be given under this Agreement, shall be given in writing and shall be deemed served when delivered personally or on the third business day after confirmed email or the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To iWater:

iWater, Inc.
Attn: Julie Rhodes, CFO
12 Goodyear, Suite 130
Irvine, CA 92618
Email: jrhodes@iwater.org

To Licensee:

Licensee: City of Santa Ana

Attn: Clerk of the Council

Address: 20 Civic Center Plaza, P.O. Box 1988__

Santa Ana, CA 92702

With copy to: Executive Director, Public Works Agency (at the same address)

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

City of Santa Ana
(Licensee)

iWater, Inc.
(iWater, Inc.)

By: *Kristine Ridge*
Authorized Signature

By: *Julie Rhodes*
Authorized Signature

Printed Name: Kristine Ridge

Printed Name: Julie Rhodes

Title: City Manager

Title: CFO

Date: 03/ /20

Date: 1/29/2020

ATTEST:

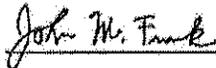
Kristine Ridge
CLERK OF THE COUNCIL



Attest:

Clerk of the Council

Approved as to Form:



John M. Funk

Assistant City Attorney

**Attachments: Exhibit A
Exhibit B**



Exhibit A - Scope of Work

Continued infraMAP® Data Acquisition Software Support for City of Santa Ana Water Resources Division.

Category A: iWater License and Support

This includes software licensing and technical support of all iWater Data Acquisition Software.

- ◆ Field data acquisition licensing software for unlimited users in the Water and Sewer Departments.
- ◆ Software troubleshooting with unlimited telephone.
- ◆ Up to 40 hours per week of onsite software training.
- ◆ infraMAP® Software upgrades.
- ◆ System improvements including patches.
- ◆ Business analytics bringing in data from multiple locations and displaying to all staff.

Monthly License and Maintenance Fee: \$15,500

Monthly Data Acquisition Software Support: \$4,500

Monthly Total: \$20,000 per month

Yearly Total for Category A: \$240,000

Category B: iWater GIS/Database Support

This includes support for My 811 Tickets, Data Analytic Tools, Portal users and infraMAP® Data Acquisition software that is cloud based and onsite.

iWater will remotely monitor, configure, and support all related IT infrastructure for the scope of this project.

- ◆ Data backups.
- ◆ Quality control of data.
- ◆ Configure a Project Plan Check Database Tool.
- ◆ Compatibility with Cities other software data.
- ◆ Data integrity for staff and contractor updates.

On-Site Support and Off-Site Services:

iWater, Inc., will provide professional on-site or off-site services for projects requested by City of Santa Ana. This may include, but not limited to database support, data QA/QC, map infrastructure data updates from new construction or other project specific needs outlined by City of Santa Ana.

Estimated cost per year: \$101,000

Field Crew Support:

iWater, Inc., will provide two man crews with CA Department of Health Water Distribution Certificates to support City of Santa Ana field crews. All vehicles and equipment will be furnished by iWater for each specific project. Project information will be captured by iWater team members and provide back to the Cities Data Acquisition Software.

Estimated cost per year: \$15,000

Meter Crew Support:

iWater, Inc., will provide a one man crew with a CA Department of Health Water Distribution Certificate to support City field crews. All vehicles and equipment will be furnished by iWater for each specific project. Project information will be captured by iWater team members and provide back to the City's Data Acquisition Software.

Estimated cost per year \$20,000

Category B Total: Up to \$135,000 per year, invoiced following Exhibit B rate schedule

Contract Total: \$376,000 per year



Exhibit B - Rate Schedule

Rates: iWater, Inc., proposes the following rates for support services rendered from April 1, 2020 to March 30, 2025.

Type of Service	Title	Hourly Rate
Software Development	Senior Software Engineer	\$150
On-Site Data Acquisition Mapping Quality Support	GIS Specialist/GIS Analyst	\$150
Software Integration Support	Software Engineer	\$100
Database Support	Software Engineer	\$100
Off-Site Data Acquisition Mapping Quality Support	GIS Specialist/GIS Analyst	\$75
Field Crew/Meter Crew Support	iWater Field Crew	\$75

Materials procured through support services will be pre-approved by City, billed at the rate of cost plus 20% and any applicable tax.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2020

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 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 Michael Brandon, Farmers Insurance 31629 Outer Highway 10 Ste A Redlands CA 92373-7590	CONTACT NAME: Michael Brandon PHONE (A/C, NO, EXT): 909-794-8191 FAX (A/C, NO): 909-794-8193 E-MAIL ADDRESS: mbrandon@farmersagent.com														
INSURED I WATER INC. 12 GOODYEAR STE 130 IRVINE CA 92618	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td style="text-align: center;">21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td style="text-align: center;">21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td style="text-align: center;">21887</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21887	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		605861543	09/04/2019	09/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STAR LIFE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REVIEWED & APPROVED
 By Risk Management Division
 FEB 28 2020
[Signature]

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: City of Santa Ana
 30 Days Notice of cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions
 "Any Auto" coverage is not available for this policy, Coverage for Hired Autos only, Scheduled Autos and Non-owned Autos only all apply.

CERTIFICATE HOLDER City of Santa Ana Risk Management Division 20 Civic Center Plaza, 4th Floor SANTA ANA CA 92702	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 <i>[Signature]</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION -
PRIMARY INSURANCE FOR ADDITIONAL INSURED**

*This endorsement is EFFECTIVE 02/25/2020

*and is part of Policy Number: WE008318

*Issued to: I Water Inc.

*Entry optional if shown in the Common Policy Declarations. If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured

City of Santa Ana, officers, agents, employees, and volunteers are named as additionally insured on this policy. See S106A-IL for complete wording., 20 Civic Center Plaza, Santa Ana, CA 92701

Designated Premises

PROVISIONS

The following is added to Paragraph 4.a., Primary Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary insurance for the person or organization shown as the Designated Additional Insured in the Schedule, but only to the extent that such person is an Additional Insured. If a Designated Premises is also shown in the Schedule, then the primary insurance for the Designated Additional Insured applies only with respect to liability arising from such Designated Premises.

APB
2/25/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2020

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PRODUCER Michael Brandon, Farmers Agent 31629 OUTER HWY 10 #A REDLANDS CA 92373		CONTACT NAME: Michael Brandon PHONE (A/C, NO, EXT): 909-794-8191 E-MAIL ADDRESS: mbrandon@farmersagent.com		FAX (A/C, NO): 909-794-8193
INSURED IWATER, INC 12 GOODYEAR STE 130 IRVINE CA 92618-3747		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Truck Insurance Exchange		21709
		INSURER B: Farmers Insurance Exchange		21652
		INSURER C: Mid Century Insurance Company		21687
		INSURER D: Fire Insurance Exchange		21660
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EMP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	a09505451	02/15/2020	02/15/2021	PER STATUTE <input checked="" type="checkbox"/> OTHER <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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional Insured on the named Insured's general liability policy.
Waiver of Subrogation applies in favor of the certificate holder on the workers compensation policy.

REVIEWED & APPROVED
By Risk Management

FEB 28 2020

CERTIFICATE HOLDER City of Santa Ana Risk Management Division 20 Civic Center Plaza, 4th Floor Santa Ana, CA 92702	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2020

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PRODUCER Premier One Insurance Services 100 Pacifica Ste 480 Irvine CA 92618		CONTACT NAME: Fred Dean PHONE (A/C, No, Ext): (949) 727-2025 FAX (A/C, No): (949) 727-9219 E-MAIL ADDRESS: fred.dean@PremierOne.com	
INSURED Water, Inc. 12 Goodyear #130 Irvine CA 92618		INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2021208864 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.

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			V1307D190801	10/04/2019	10/04/2020	LIMIT PER OCC \$1,000,000 DEDUCTIBLE \$15,000 RETRO DATE 08-04-2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REVIEWED & APPROVED
By Risk Management Division
FEB 28 2020
[Signature]

CERTIFICATE HOLDER City of Santa Ana Risk Management Division 20 Civic Center Plaza 4th Floor Santa Ana CA 92701	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 <i>Fred Dean</i>
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