

**PROFESSIONAL SERVICES AGREEMENT
FOR EMPLOYMENT RELATED PROFESSIONAL SUPPORT SERVICES**

THIS AGREEMENT is made and entered into this 18th day of March, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and GROWTHPORT PARTNERS, INC., a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform employment related professional support services as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which

may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's compensation including expenses shall in no case exceed Fifty Thousand Dollars (\$50,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. The method of billing shall be as set forth in Exhibit A.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year, ending on April 18, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) 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 City."
- (c) 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."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

GrowthPort Partners Inc.
 950 South Coast Drive Suite 145
 Costa Mesa, CA 92626
 Tel: 714-754-7802
 Fax: 714-754-7857
 Attn: P. Anthony Burnham

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Tel: 714-754-5156
 Fax: 714-754-
 Attn: Daniel K. Baker

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required,

in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Consultant's Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over Consultant's Proposal.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

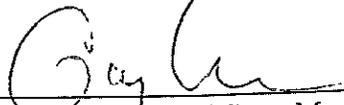
6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this

Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation



Mayor of the City of Costa Mesa

Date: 3-18-11

CONSULTANT



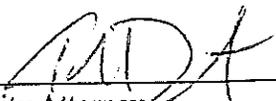
Signature

Date: 3/18/11

P. ANTHONY BURNHAM
Name and Title

228-54-4018
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 03/18/11

APPROVED AS TO INSURANCE:



Risk Management

Date: 3/22/11

APPROVED AS TO CONTENT:



Project Manager

Date: 3/22/11

EXHIBIT A
CONSULTANT'S PROPOSAL and SCOPE OF SERVICES



GrowthPort Partners, Inc.

VIA ELECTRONIC MAIL ONLY

March 14, 2011

Mr. Thomas R. Hatch
Assistant City Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628-1200

RE: Final Proposal—Employment-Related Professional Support Services

Dear Tom:

Thank you for the productive meeting we had with you at City Hall on Tuesday afternoon, February 22nd. Leslie and I continue to be impressed by both your “can do” spirit and your commitment to making the changes necessary to help Costa Mesa’s employees serve their constituents more effectively and efficiently. In that regard, it would be a privilege for us to partner with you in providing Costa Mesa with the necessary human resources infrastructure, management support and “tools” necessary to help you enable the City and its employees to become more results-focused, accountable and cost-effective.

Unique Professional Services:

Pursuant to our commitment to you, what follows in this letter constitutes our proposal to provide to you as City Manager of Costa Mesa our unique and proven blend of: professional human resources and management consulting; “preventive” employment-related legal counsel; and, ongoing “situational” advice and counsel.

Partnership’s Purpose:

The purpose of our working partnership with you would be to strengthen your organization’s existing human resources, organizational, management, compensation, employee benefits and safety infrastructures in ways that will improve:

- 1) individual and departmental accountabilities and results;
- 2) operational efficiencies and effectiveness; and,
- 3) employment law compliance and legal risk reduction.¹

Project Methodology:

Our proven approach to providing our employment-related professional services involve the following four (4) Phases which briefly can be described as: Assessment; Analysis; Findings, Conclusions and Recommendations; and, Implementation.

Phase 1—Assessment:

Initially we would agree with you on specific objectives and timelines for supporting your employment-related strategies and plans. Subsequently, interviews with key managers and employees would take place. Finally, we would review relevant documents such as, but, not limited to: organization charts,

¹ The value of having the attorney-client privilege available to you in the performance of this highly confidential work and especially in providing “situational” advice on sensitive personnel matters cannot be over-emphasized.

collective bargaining agreements, employment policies and practices, position descriptions, performance management procedures, etc.

Phase 2—Analysis:

The information and data collected in Phase 1 would be reviewed and analyzed by us to determine whether or not the organizational structure, staffing levels, existing staff, organizational design, employment policies and procedures, compensation structure are appropriate for providing high quality and effective professional support services to other City operating units and to the public.

Phase 3—Findings, Conclusions and Recommendations:

Once the gathered information and data is analyzed a **Confidential Memorandum** will be prepared and delivered to you containing our findings and recommendations regarding how to improve the overall performance of City government under your management and direction.

Phase 4—Implementation:

We will make ourselves available to help you and your management team implement any or all of the recommendations that we make to you based upon our work during Phases 1 through 3.

Professional Support:

Leslie and I will be personally involved in providing you the professional support described in Phases 1 through 4 of this project and in rendering any and all "situational" advice/counsel you want in order for you to effectively deal with both strategic and day to day employment-related challenges that you will face in transitioning your organization. We have a combined 60 years of specialized experience in the fields of human resources, management, organizational design, compensation, employee benefits, safety, labor and employment law with which to draw upon to provide you the support you want, when you want it. (See attached bios.)

Professional References:

Leslie and I have been successful in guiding both non-profit and for profit organizations of all sizes, across all major industries, in favorable and unfavorable economic times through major organizational, budgetary and personnel changes. We have helped our clients develop the strategies, organizational structures and staffs necessary for them to succeed for the long-term. (See attached partial client list.)

Duration:

Recognizing that time is of the essence with you, we are prepared to begin our work with you on **Monday, March 21, 2011** and continue our work with you through **Thursday, July 21, 2011**. Once this proposal is accepted, we can develop a specific schedule for working on both the project described herein and providing you with any "situational" advice you want, when you want it.

Investments:

Phases 1-4:

We are prepared to devote a total of 160 hours of our combined time, either in your office or ours, over the next 4 consecutive months (March through July) to completing this important project. The not-to-exceed investment by you to complete this project is \$36,000.00, including expenses. That investment can be paid over the 4 month period beginning on March 21, 2011, in equal installments of \$9,000.00, due initially upon your acceptance of this proposal and subsequently upon receipt of our invoice on or before the fifteenth (15th) of each of the following 3 months.

"Situational" Advice/Counsel:

We are also prepared to devote a total of 80 hours of our combined time, either in your office or ours, over the next 4 consecutive months (March 21 through July 21) to providing you with non-project related, "situational" advice/counsel, when you want it. The not-to-exceed investment by you to make ourselves available to you to provide you this advice/counsel is \$14,000.00. That investment, also, can be paid over the 4 month period beginning on March 21, 2011, in equal installments of \$3,500.00, due initially upon your acceptance of this proposal and subsequently upon receipt of our invoice on or before the fifteenth (15th) of each of the following 3 months.

Following this initial 4 month period, we will meet to decide whether the allocation of our time to provide you with additional project work or "situational" advice/counsel should be maintained, increased or decreased.

Conclusion:

We look forward to working closely with you, your management team and, if you want it, both the City Council and City Attorney to improve Costa Mesa's operating efficiency and effectiveness under your direction.

Very truly yours,



P. Anthony Burnham, Esq., President and Employment Counsel

Cc: Leslie Gray, Chief Executive Officer and Senior Human Resources Consultant

(Attachment)

Proposal understood, agreed to and accepted on behalf of Costa Mesa by:

**Thomas R. Hatch,
Chief Executive Officer**

Signature

Date



GrowthPort Partners, Inc.

**P. Anthony Burnham, Esquire
President and Employment Counsel
GrowthPort Partners, Inc.**

P. Anthony (Tony) Burnham, Esq. brings to GrowthPort Partners and its valued clients nearly 40 years of solid preventive and traditional labor and employment law, litigation, senior corporate human resources management, training, organizational development, and transition management experience.

Tony's primary focus at GrowthPort Partners continues to be helping clients effectively manage organizational change and avoid employment-related problems inherent in the changing and competitive workplace. He has developed a client-specific, user-friendly and results-focused set of management "tools", including: employment practices assessments; change management procedures; selection, performance management and termination processes; H. R. policies and employee handbooks; and, specialized supervisory training that increases employee engagement while helping to "litigation-proof" clients' operations.

Before co-founding GrowthPort Partners, Tony served for 17 years as Employment Counsel for the Los Angeles based, Fortune 100, and Carnation Company. As a member of Carnation's Corporate Legal Department, Tony successfully led the company through the 70's and early 80's when labor relations, employment discrimination and "wrongful" discharge challenges exposed the firm to major federal and state liability. He recruited an outstanding national and international network of outside lawyers, whom he successfully managed on Carnation's behalf through literally hundreds of labor arbitrations, administrative hearings, jury and non-jury trials.

While serving as the Company's employment law counsel, Tony, for years, both developed and taught formal and informal "preventive and practical" employment practices courses to corporate, division and plant managers in all 17 of Carnation's multi-million dollar operating units. The scope of his legal responsibilities included all aspects of labor and employment law in both the United States and Europe, where he favorably resolved several extremely difficult consolidations, plant closures and senior executive terminations in Germany and Italy.

When Nestle acquired Carnation in 1985, Tony was invited to become corporate Vice President of Human Resources Management. That position required him to consolidate and manage for the first time in Carnation's history the compensation, benefits, payroll, recruiting, training, performance management, equal employment and employee/labor relations functions. Additionally, he successfully restructured Nestle/Carnation's workforce from approximately 22,000 employees worldwide to 8,500 domestic, which increased the company's profitability and operating efficiency.

After leaving Nestle/Carnation, Tony joined the Newport Beach office of Fisher & Phillips LLP, a prominent national, management-side employment law firm where he developed a "best employment practices" approach to helping clients prevent employee challenges by becoming more results focused. Subsequently, he co-founded the Human Capital Co-Op (HCC) which provided preventive employment law counsel, senior human resources and employee benefits consulting services to mid-sized California employers. HCC recently changed its name to GrowthPort Partners and continues to provide the same "Fortune-50" quality workplace solutions to a variety of prominent businesses such as Employers Group, Arnel Development, Bethany Group, Shelly Group, Pacific Mercantile Bank, Mr. Crane, CPS Express, West Coast Sand & Gravel, Vantage Oncology and many others.

Tony is also the author of *Employed for Life, An Insider's Secrets for Guaranteed Employment in our Permanently Changed Workplace*, which has been widely acclaimed as a must read for both employees and employers struggling to prosper in today's global, highly competitive and constantly transitioning workplace.

Tony received his bachelor's degree from Brigham Young University and his legal education at the University of Utah College of Law. While studying law, Tony served for two years as law clerk to the then Chief Justice of the Utah State Supreme Court, the Honorable Henri F. Henriod. He has been an active member of the California State Bar's Labor and Employment Law Section for over 30 years. He has been admitted to practice before the United States Supreme Court, the U. S. Court of Appeals for the Ninth Circuit and U. S. District Courts for the Northern, Central and Eastern Districts of California and the U. S. District Court for the Northern District of Texas.



GrowthPort Partners, Inc.

Leslie Gray
Chief Executive Officer and Senior Human Resources Consultant
GrowthPort Partners, Inc.

Leslie Gray brings to GrowthPort Partners over 28 years of diverse experience in senior corporate human resources management and consulting, organizational development, employee benefits, risk management and entrepreneurial experience.

Leslie's management experience includes twelve years as Director of Human Resources for two Southern-California based law firms, one, a spin-off from Gibson, Dunn & Crutcher, and another spin-off from Buchanan Ingersoll, et. al. in Pittsburgh, Pennsylvania. Leslie functioned as Director of Recruiting, Training and Development, Employee Benefits, Safety and Facilities management and was integral in leasing and contract negotiations as well as firm expansion.

In addition to acting as Director of Human Resources, Leslie simultaneously consulted in the position of Senior Associate for an environmental compliance firm in the Inland Empire wherefrom she gained great exposure and training in comprehensive risk management and Cal/OSHA health and safety compliance. In this capacity, Leslie traveled extensively and conducted onsite environmental and health and safety inspections for Fortune 50 companies based throughout the State of California

Following her passion in consulting, Leslie was hired on as Vice President of the Risk Management of a human resources outsourcing firm located in Orange, California. In addition to acting as Senior Human Resources Consultant and Project Manager, Leslie single-handedly developed and managed a profitable employee benefits and risk management division including the creation and implementation of various compliance plans and training modules. Leslie was frequently engaged by firm clientele as an expert witness in the areas of wage and hour issues, employee benefits and policy interpretation. In addition, Leslie lead and continues to conduct investigations into sexual harassment, disparate treatment, reasonable accommodation under the ADA including the interactive process, privacy violations and wrongful terminations for California employers for the past 15 years. This development and success increased the company's profitability and Leslie departed to start her own consulting firm.

Leslie founded Innovative Business Strategies, LLC ("IBS"), a Southern California based business-consulting firm that offered expert witness, employee benefits, risk management, compliance and human resource infrastructure and support services to its clientele in 2001. IBS became so successful in its first year of operations that two of its divisions merged in 2003 with Human Capital Co-Op, LLC, (HCC) of which Leslie was a principal and co-founder.

HCC changed its name to GrowthPort Partners in 2006 and continues to provide the same "Fortune-50" quality workplace solutions to a variety of prominent businesses such as Shelly Group, Arnel Development, Statco Engineering & Fabricators, Inc., West Coast Sand & Gravel, CPS Express, Cloud B, HKS USA, Inc., and Von Hemert Interiors.

Leslie is an active Associate member of the California Association of Workplace Investigators and has held multiple state professional licenses in life and disability insurance since 1990, all of which remain active and in good standing. Leslie attended the University of Pittsburgh and is also a certified Paralegal. She is also an active member of the Board of the Orange County Juvenile Diabetes Research Foundation.



GrowthPort Partners, Inc.

Partial Professional References List

Compton Unified School District

The City of Compton

Damon Shelly, Chief Executive Officer, Shelly Automotive Group

Judy Delgadillo, Vice President Human Resources, Shelly Automotive Group

Michael Struiksma, Owner, West Coast Companies

Ken Tran, Chief Operating Officer, Snapware, Inc.

Leslee Brady, Vice President of Operations, Arnel Management Company

Erin Perkins, President/Kathy Ruffino, Director of Human Resources, Statco Engineering

Steve Corso, Chief Financial Officer, Mr. Crane, Inc.

Sara D'Elia, Vice President of Operations, Mesa Management

Wil Beach, former Chairman and CEO of Abbott Resource Group

Rick Lafferty, President, HKS U.S.A., Inc.

Paul Cho, CFO Illumination Foundation

Tim Driscoll, Chief Executive Officer, Driscoll Insurance, Inc.

Greg Pena, Executive Vice President, Risk-Strategies Insurance

Sandra Golden, Executive Vice President, Diversified Insurance Group

Morrie Shechtman, PhD., Chief Executive Officer, Fifth-Wave Leadership

Yanet Galindo Senior Executive, Large Group, Anthem Blue Cross

Haresh Satiani, Chief Operating Officer, Renovo Solutions, LLC

Arlene Sanchez, Senior Account Manager, Kaiser Permanente

Amy Nielsen, Director of Sales, Principal Financial Group

Peter Cabot, Regional Sales, Word & Brown

EXHIBIT B
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/11

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).

PRODUCER Leavitt Central Coast Ins Serv License #0G39781 232 Monterey Street Salinas, CA 93901 Jack Starke		831-424-6404 831-424-0140	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GROWT-2	FAX (A/C, No): INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Growthport Partners, Inc. 950 South Coast Dr Suite 145 Costa Mesa, CA 92626		INSURER A: Travelers Insurance Co. 40282 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6806913P424	08/17/10	08/17/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Emp Ben. \$ 2,000,000
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DEDUCTIBLE 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				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			6806913P424	08/17/10	08/17/11	BPP 83,545 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Costa Mesa its officers, agents, officials, employees and volunteers are named as additional insured as their interest may appear. *Except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER CITYOCO City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	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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GrowthPort Partners, Inc.

Profitable Employment Practices since 1968

VIA ELECTRONIC MAIL

March 11, 2011

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: GrowthPort Partners, Inc. Owned Autos

To whom it may concern:

Please be advised that GrowthPort Partners, Inc. does not currently own any vehicles and therefore cannot provide proof of insurance in that regard. If proof of personal liability coverage for automobiles owned and operated by the principals and employees of GPP who will be working on the contract with the City of Costa Mesa is warranted, we can offer this proof of insurance in lieu of the owned auto coverage. Please advise.

Very truly yours,

Leslie Gray
Chief Executive Officer

Attachments

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
03/11/2011

PRODUCER (949) 218-0840
Global Program Managers & Ins. Svcs., Inc.
Post Office Box 7119

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Capistrano Beach CA 92624-7119

INSURED
GrowthPort Partners, Inc.
950 South Coast Drive
Suite 145
Costa Mesa CA 92626-

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	COLONY INSURANCE COMPANY	39993
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		/ /	/ /	EACH OCCURRENCE	\$
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
				/ /	/ /	MED EXP (Any one person)	\$
				/ /	/ /	PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	GENERAL AGGREGATE	\$
				/ /	/ /	PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <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		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	\$
				/ /	/ /	AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE	\$
				/ /	/ /	AGGREGATE	\$
				/ /	/ /		\$
				/ /	/ /		\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATU-TORY LIMITS	OTHER
				/ /	/ /	E.L. EACH ACCIDENT	\$
				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$
A		OTHER PROFESSIONAL LIAB ERRORS & OMISSIONS	EO404768	05/10/2010	05/10/2011	EACH CLAIM/AGGREGATE	\$1,000,000
						RETENTION	\$5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN (10) DAYS NOTICE WILL BE GIVEN.

CERTIFICATE HOLDER

() - () -

CITY OF COSTA MESA

77 FAIR DRIVE
COSTA MESA, CA 92626-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert J. Molinaro
Digitally signed by Robert J. Molinaro
DN: cn=Robert J. Molinaro, ou=US, ou=Global Program Managers and Insurance Services, Inc., email=Global101@com.net
Date: 2011.03.11 12:02:54 -0400

CG 20 10 07 04

Growthport Partners, Inc.

6806913P424

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Costa Mesa 77 Fair Dr. Costa Mesa, CA. 92626	77 Fair Dr Costa Mesa, CA. 92626
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.