

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated July 19, 2022, (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Manhattan Beach Chamber of Commerce, a non-profit corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. Consultant is organized to encourage a strong local economy and quality of life by promoting commerce, sound government, and an informed membership and community.

B. Comprised of business leaders throughout the South Bay, Consultant has special knowledge and experience to promote economic and business development, including business attraction and retention programs, for the benefit of City.

C. City and Consultant have mutual interests in enhancing the economic growth and vitality of the community in pursuit of the following goals:

- a. To cultivate community involvement,
- b. To encourage business alliances,
- c. To nurture the growth and development of new and existing businesses,
- d. To create educational opportunities for community youth, and
- e. To ensure that operation of the Chamber of Commerce is performed in the most responsible, cost-effective, and efficient manner possible.

D. City has previously contracted for economic and business development services with the Consultant.

E. City desires to utilize the services of Consultant as an independent contractor to provide business attraction and retention services.

F. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

G. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

Approved for Use 3/1/2021

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for economic and business development programs, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be David Archer, President/CEO (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$47,585 (the "Maximum Compensation") for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of \$0.00.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to George Gabriel, Assistant to the City Manager to ggabriel@manhattanbeach.gov. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of

Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so

that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Attn: George Gabriel
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Manhattan Beach Chamber of Commerce
Attn: David Archer
425 15th Street
Manhattan Beach, California 90266

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender

identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold

payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party

shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

Manhattan Beach Chamber of Commerce
and Civic Association, a non-profit
corporation

DocuSigned by:
By: Bruce Moe 8/22/2022
D1A13C56864A441...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: David Archer 8/5/2022
DA8515ED1DA24D4...
Name: David Archer
Title: President/CEO

ATTEST:

DocuSigned by:
By: Jill Dunn 8/5/2022
A16F875708CF47A...
Name: Jill Dunn
Title: Board Chairman

DocuSigned by:
By: Liza Tamura 8/22/2022
975D2FFB9D8448B...
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Brendan Kearns, Acting City Attorney 8/9/2022
161EC544119B45B...
Name: ~~Quinn M. Barrow~~ Brendan Kearns
Title: ~~City Attorney~~ - Acting City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelion 8/9/2022
3801E6D7B4124E9...
Name: Steve S. Charelion
Title: Finance Director

**EXHIBIT A
SCOPE OF SERVICES**

City shall provide funding to the Manhattan Beach Chamber of Commerce for the period of July 1, 2022, through June 30, 2023, for business attraction and retention services. The portfolio of services to be provided by the Chamber to the City is set forth below.

Budget

Work Plan Item	Cost
I. Local Marketing	
Manhattan Beach Map	5,000
Online Visitor Resource Center - Search Engine Optimization (SEO)	6,000
On-line Ad and Pay Search (Geo Fencing)	3,000
Sepulveda/Rosecrans/Artesia Corridor – Business Organization Committee - \$2,500 Quarterly	10,000
<i>Local Marketing Subtotal</i>	<u>24,000</u>
II. Business Education and Engagement	
Business Safety/Education/Homelessness Seminars - \$750 Quarterly	3,000
Young Entrepreneurs Academy (YEA!) - Investor Panel	2,500
Meet the Neighbors, Business Information Exchange - \$1,000 per meeting	3,000
<i>Business Education and Engagement Subtotal</i>	<u>8,500</u>
III. City Sponsored Legacy Events	
Best of Manhattan	5,000
State of the City	7,500
<i>City Sponsored Legacy Events Subtotal</i>	<u>12,500</u>
IV. Annual Membership Fee	<u>2,585</u>
TOTAL	<u>47,585</u>

I. Local Marketing Programs:

Description	<p>Manhattan Beach Map</p> <p>History: Historically Maps are one of the most requested items from the Chamber by Residents and Visitors, and last Manhattan Beach Chamber Map produced was in 2018 – 2019.</p> <p>Strategy: After curating a map, the MBCC will integrate it with the “New” Visitor Website as well as strategically distribute throughout the local Business Community, LAX Hotels, Residents, and electronically.</p> <p>Additionally, the Map is a key component in guiding our residents and visitors alike and the Chamber will partner with Planning entities for the annual events like the MB Open, International Surf Festival, etc., to further distribute a Manhattan Beach Map.</p>
Circulation	25,000+ to Businesses, Hotels & Hospitality Groups, City & Recreation Facilities, Special Events, Group Functions, and Major Events
Timeline	Commence work by October 2022 and complete by April of 2023
Allocation	\$5,000

Description	<p>Online Visitor Resource Center SEO</p> <p>The New Visitor Website will be branded separately from the Chamber and will highlight everything Hospitality Related for All associated businesses in Manhattan Beach. Search Engine Optimization is critical to the success in establishing the Visitor Website position near the top of results for visitors to the South Bay/LA Area.</p> <ul style="list-style-type: none"> • Welcome to Manhattan Beach • Manhattan Beach History • Eat – Stay – Play - Shop Manhattan Beach • All Events in Manhattan Beach • Event/Wedding Resources
Deliverables	Go live with SEO in July 2022 with ongoing refinements as appropriate. Develop analytics and adjust content based on digital intelligence, as well as updates to City Council on a periodic basis.
Timeline	Commence SEO in July 2022 - Ongoing
Allocation	\$500 per month for a total of \$6,000

Description	<p>On-line Ad and Pay Search - Geo Fencing</p> <p>A method of strategically assessing, targeting, and marketing to increase awareness of visitor information for Manhattan Beach</p> <ul style="list-style-type: none"> • Strategic use of Google Analytics to retarget • Social media and website digital intelligence • Strategic hospitality focused digital marketing • Re-targeting strategy for website view optimization
Deliverables	Digital reports analyzed for effectiveness and optimized to best serve the target audience via digital communications, as well as updates to City Council on a periodic basis.
Timeline	Commence Geo Fencing in July 2022 - Ongoing
Allocation	\$250 per month for a total of \$3,000

Description	<p>Sepulveda/Rosecrans/Artesia Corridor – Business Organization Committee</p> <p>Create a Business Organization Committee within the Chamber of Commerce to coordinate and communicate with the Businesses along the Sepulveda/Rosecrans/Artesia (Corridor). Committee Mission Statement - As the leading advocate for Corridor, we work in partnership with business and government to identify needs, develop strategies, shape public policy, and implement programs that strengthen the economic vitality of the Corridor. The Committee will mail all Businesses, including representative(s) from the City, MBPD/MBFD, an invitation to an initial Corridor meeting to establish the roles and responsibilities, as well as, to hear the Businesses concerns and challenges. The end goal is to facilitate regular meetings to discuss opportunities and challenges with the Businesses, develop Marketing Strategies for the Corridor that include events, themes, cooperation, and attracting additional patrons and businesses. Estimated annual time would be approximately 200 hours.</p>
Deliverables	Initiate the Committee at the June 2022 Board Meeting. Adopt the Mission Statement, Format, Benefits and Timing. Once established, provide updates to City Council on a periodic basis that includes meeting attendees, meeting notes, Committee action items, Marketing updates, and Business feedback.
Timeline	<p>July 2022 - Send out an initial communication inviting all Businesses to participate, and includes the Mission Statement, Benefits, and Next Steps.</p> <p>August – 2022 Hold initial meeting and every month following.</p>
Allocation	\$10,000

II. Business Education and Engagement

Description	<p>Business Safety/Education/Homelessness Seminars</p> <p>Provide ongoing support and education regarding safety and compliance matters in the workplace. Examples include but are not limited to Homelessness, Sexual Harassment, Fire Safety, ADA Compliance, Cyber Security laws, emerging legislation, etc.</p>
Deliverables	Commence the Quarterly Seminars in August 2022
Timeline	Quarterly 4 seminars
Allocation	\$750 Quarterly for a total of \$3,000

Description	<p>Young Entrepreneurs Academy (YEA) Investor Panel</p> <p>The YEA program provides an 8-month curriculum that teaches students, grades 6-12, how to conceptualize, research, brand, and market a new business idea. Business plan writing, investor pitches and mentorship from business leaders in the Manhattan Beach community provide a circular business environment for young entrepreneurs to strive and thrive.</p> <p>The 2021-2022 class is comprised of 17 students.</p> <ul style="list-style-type: none"> • 16 Manhattan Beach residents • 14 attend MBUSD schools • Grades 6-12 <p>Previous graduates are now successfully selling their products in local businesses, thus supporting the local economy, and the made locally and sold locally movement.</p> <p>At the end of the program the students participate in an “Shark Tank” like Investor Panel and following all presentations the Panel awards monetary resources to the Young Entrepreneurs.</p>
Instruction	Facilitator - Nellie Ambrose MBUSD Instructor - Rachel Thomas
Timeline	School year 2022-2023
Allocation	\$2,500

II. Business Education and Engagement cont'd

Description	<p>Meet the Neighbors</p> <p>In an effort to link the Business Community to the Residents we will hold neighborhood Business Information Exchange (BizEx) meetings at local businesses whereby Residents can network with the Businesses and have a facilitated conversation to discuss any areas of concern or needs that affect both entities.</p>
Deliverables	Provide 3 Opportunities for Businesses and Residents to meet and converse in each designated area of Manhattan Beach, Downtown, North, and the Sepulveda Corridor.
Timeline	On-going
Allocation	\$1,000 Per Meeting for a total of \$3,000

III. City Sponsored Events

Description	<p>Best of Manhattan Awards</p> <p>Recognize the Key Leaders in the Business Community and present awards to outstanding Businesses and Individuals in numerous categories.</p>
Attendance	Approximately 300 attendees
Timeline	Annual, In October
Allocation	\$5,000

Description	<p>State of the City</p> <p>A preeminent Annual Event that provides a forum for the Mayor, Chamber President/CEO, City Officials, and Department Directors to recap highlights of the previous year and to outline significant goals, projects and plans for the coming year. A Community favorite!</p>
Attendance	Estimated attendance is 150
Timeline	Annually, February/March
Allocation	\$7,500

IV. Membership

Description	Annual Membership Dues The annual dues are separate from event and program sponsorships and is based on the number of employees at each business.
Deliverables	All appropriate Chamber Benefits
Timeline	Annual renewal
Allocation	\$2,585

REPORTS

On or before June 30, 2023, Chamber shall submit a report to City in a form acceptable to the City Manager or his designee, which shall include, without limitation, detailed information on overall project management and achievement of goals as compared to the work plan and budget set forth in this Exhibit A. Additionally, Chamber shall provide a presentations/status report to the City Council in January 2023 on tasks completed thus far. A sample report and draft presentation is outlined below.

Draft Presentation

MBCC Semi Annual Work Plan Progress Presentation

MB Map Update Progress on Map / Distribution

SEO - Metrics

- Organic Traffic - Increased Traffic to Website
- Engagement - Where did users go on the Website, Time Spent, etc.
- Goals & Conversions - Conversion is an action counted when an interaction occurs
- Landing Pages - What pages attracted the user
- Rankings & Keywords - Target Keyword Ranking & Overall Search Visibility
- Link Metrics - Growing Backlinks - an incoming hyperlink from one web page to another website.
- Trends - Performance over time
- Commentary - Balanced mix of Data and Commentary

GEO Fencing – Metrics

- Cost per Mille (CPM) - Cost per Thousand Impressions
- Cost per Click (CPC) - Cost of the Audience Clicking or Interacting

- Clickthrough Rate (CTR) - Ratio of how often ad is shown vs engaged with
- Traffic - Interaction with User
- Sales Metrics - Sales and Monthly Revenue

The Corridor - Meetings

- Number Held
- Attendees
- Notes
- Action Items
- Feedback

Business Safety/Education/Homelessness Seminars

- Event Held
- Attendees
- Topic Discussed
- Feedback

YEA Investor Panel - Report Provided by Council Member Participating in the Panel

Meet the Neighbors

- Event Held
- Attendees
- Topic Discussed
- Action Items if Necessary
- Resolution if Necessary
- Feedback

Note – the presentation will have graphs, numbers, and commentary combined.

EXHIBIT B APPROVED FEE SCHEDULE
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Disbursements shall be governed by the schedule below, contingent upon work item completion percentage and their funding levels. First disbursement will be provided to Chamber of Commerce on January 30, 2023. The second disbursement will be provided on June 30, 2023.

Disbursement	Work Plan Item	Amount	Completion Percentage	Disbursement Amount
First Disbursement	Manhattan Beach Map	\$5,000	50%	\$2,500
	Online Visitor Resource Center - Search Engine Optimization (SEO)	\$6,000	50%	\$3,000
	On-line Ad and Pay Search (Geo Fencing)	\$3,000	50%	\$1,500
	Sepulveda/Rosecrans/Artesia Corridor–Business Organization Committee	\$10,000	50%	\$5,000
	Business Safety/Education/Homelessness Seminars	\$3,000	50%	\$1,500
	Meet the Neighbors, Business Information Exchange	\$3,000	50%	\$1,500
	Best of Manhattan	\$5,000	100%	\$5,000
	State of the City	\$7,500	100%	\$7,500
Subtotal				\$27,500
Second Disbursement	Manhattan Beach Map	\$5,000	50%	\$2,500
	Online Visitor Resource Center - Search Engine Optimization (SEO)	\$6,000	50%	\$3,000
	On-line Ad and Pay Search (Geo Fencing)	\$3,000	50%	\$1,500
	Sepulveda/Rosecrans/Artesia Corridor – Business Organization Committee	\$10,000	50%	\$5,000
	Business Safety/Education/Homelessness Seminars	\$3,000	50%	\$1,500
	Young Entrepreneurs Academy (YEA!) - Investor Panel	\$2,500	100%	\$2,500
	Meet the Neighbors, Business Information Exchange	\$3,000	50%	\$1,500
	Annual Membership Fee	\$2,585	100%	\$2,585
Subtotal				\$20,085
Total				\$47,585



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2022

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 License # 0156036 Beach Financial Group Inc 360 N Pacific Coast Highway Suite 2000 El Segundo, CA 90245	CONTACT NAME: Zoya Bryant PHONE (A/C, No, Ext): (310) 414-2100 1017 E-MAIL ADDRESS: zoya@beachfinancialgroup.com	FAX (A/C, No): (310) 414-2101	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Manhattan Beach Chamber of Commerce 425 15th Street Manhattan Beach, CA 90266	INSURER A : Sentinel Insurance Company Limited		11000
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72SBABC5969	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABC5969	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			72SBABC5969	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
							PER STATUTE	OTH-ER
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below N / A							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are additional insured with respects to the General Liability policy. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

CANCELLATION

The City of Manhattan Beach 1400 Highland Ave. Manhattan Beach, CA 90266	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

POLICY NUMBER: 72 SBA BC5969



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

CITY OF MANHATTAN BEACH -----
1400 HIGHTLAND AVE
MANHATTAN BEACH, CA 90266



RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

HUMAN RESOURCES



- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

MARKETING



- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!



24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



USLI.COM
888-523-5545

UNITED STATES LIABILITY INSURANCE GROUP

CONSUMER DISCLOSURE NOTICE

CALIFORNIA

Please contact the agent or broker that has delivered your policy if you have questions or need assistance. If you need the telephone number of the agent or broker or need other assistance, please contact us at:

**1190 Devon Park Drive, Wayne, PA 19087
Toll Free Direct 1-888-523-5545
Compliance Department**

Before you file a complaint with the California Department of Insurance, you should first contact the insurance company, agent or broker in an effort to resolve the issue(s). If you do not reach a satisfactory resolution of the issue(s), then contact the California Department of Insurance.

You may contact the California Department of Insurance to obtain information or make a complaint.

**California Department of Insurance
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013
1-800-927-HELP (4357) or 213-897-8921
TDD Number: 1-800-482-4TDD (4833)
www.insurance.ca.gov**

Will You Be Prepared When a Privacy Breach Occurs?



Every year, thousands of breaches are reported, exposing millions of people's personal information. The eRiskHub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

With your USLI policy, you will receive instructions on how to access and begin using the eRiskHub® portal, a benefit that is valued in excess of \$1,200 a year!

eRiskHub® is the one-stop shop you need to become educated about and prepared for a privacy breach. This free service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

How to start using this free offering:

- ▶ Go to eriskhub.com/usli
- ▶ Click "Register Now" to set up a free account
- ▶ Create your own username and password; your access code is **08451**

Key Features of the eRiskHub® Portal

- 
Data Breach Calculators – Learn how to estimate the cost of a breach, notification costs and business interruption
- 
Learning Center – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering
- 
Security Training – Watch videos for best practices in security and privacy awareness or download a training guide
- 
Risk Manager Tools – Assist you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance
- 
Ransomware Resources – A directory to quickly find external resources with expertise in pre- and post-breach disciplines
- 
Consultation – Breach Coach, HIPAA Coach and Security Coach available to assist you



Check Out Your New Employment Practices Liability Risk Management Toolkit from PeopleSystems

Free Employment Practices Liability (EPL) Helpline 1-888-811-4182 (8 a.m. to 7:30 p.m. Eastern Time)

If a human resource consulting firm offered you their time and expertise for free, would you lock their phone number and email address in a drawer and never call? Of course not! Do you have questions such as:

- ▶ What are the current federal and state employment laws I need to know?
- ▶ What are “wage and hour” regulations? What does “exempt” versus “non-exempt” mean?
- ▶ How should I handle terminating, suspending or warning an employee?
- ▶ What type of human resources policies should I have in place?
- ▶ How should I properly document performance issues and disciplinary actions in an employee’s file?
- ▶ What are appropriate and inappropriate questions to ask during an employment interview?
- ▶ What guidelines should I use to investigate a complaint of discrimination or harassment?

PeopleSystems is just a free phone call or email away!

Online Human Resources Center www.peoplesystems.com/USLI

To access the USLI policyholder features, click on “Request for client login” and complete with your information. Please take a moment to become familiar with the new PeopleSystems Resource Center’s information.

- ▶ **Helpline to email your human resource questions:** Now you can email your questions via this web portal.
- ▶ **Human resource news center and recent employment law changes:** The news center keeps you up-to-date with recent changes in state and federal employment laws and what they mean to you as well as pertinent articles on employment issues you need to know about.
- ▶ **Human resource manual and employment forms:** You will find “Best Practices” helpful for handling common human resource issues. Issues may include conducting employee evaluations and understanding employment laws such as FLSA, FMLA and COBRA.
- ▶ **Human resource recommendations:** You will also find sample human resource policies regarding discrimination, harassment, employment at-will and electronic communications.

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Renewal of Number

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. NDO1573678C

NAMED INSURED AND ADDRESS:

MANHATTAN BEACH CHAMBER OF COMMERCE

425 15TH STREET

MANHATTAN BEACH, CA 90266

POLICY PERIOD: (MO. DAY YR.) From: 06/25/2022 To: 06/25/2023

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NDO1573678B IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Non Profit Management Liability Coverage Parts	\$1,192.00
TOTAL:	\$1,192.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: BICHLMEIER INSURANCE SERVICES, INC. (2036)
730 South Pacific Coast Highway, Suite #201
Redondo Beach, CA 90277

Issued: 06/08/2022 1:28 PM

By: 
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NDO1573678C

Effective Date: 06/25/2022

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Management Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
DO CA	05/17	California State Amendatory Endorsement
DO-100	05/17	Directors and Officers Coverage Part
DO-101	05/17	Employment Practices Coverage Part
DO-211	05/17	Insurance Operations Exclusion
DO-239	05/17	Specified Person or Entity Exclusion
DO-283	05/17	Data and Security Plus Endorsement
DO-298	05/17	Amendment of Prior or Pending Litigation Exclusion
DO-GTC	05/17	General Terms and Conditions
Jacket	07/19	Policy Jacket

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1573678C

Effective Date: 06/25/2022

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

MANHATTAN BEACH CHAMBER OF COMMERCE
425 15TH STREET
MANHATTAN BEACH, CA 90266

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 06/25/2022 To: 06/25/2023

Non Profit Directors and Officers Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$737

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

Employment Practices Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$5,000 EACH CLAIM

ITEM V. PREMIUM: \$455

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1573678C

Effective Date: 06/25/2022

12:01 AM STANDARD TIME

Fiduciary Liability Coverage Part

ITEM III. LIMITS OF LIABILITY

a. Fiduciary Liability NOT COVERED

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

This Endorsement modifies insurance provided under the following:

NON PROFIT MANAGEMENT LIABILITY POLICY

SPECIFIED PERSON OR ENTITY EXCLUSION

It is hereby agreed that this endorsement applies to all purchased Coverage Parts:

The Company shall not be liable for Loss or Defense Costs in connection with any Claim:

1. brought by the person(s) or entity(ies) named below; or
2. brought against an Insured based upon, arising out of, directly or indirectly resulting from or in consequence of the activities, operations, acts or failure to act of the following person(s) or entity(ies):

Helen Duncan

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

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AUGUST 11, 2021

IN REPLY REFER TO:

9108273-21

MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

Dear Policyholder

Thank you for choosing us as your workers' compensation insurance carrier.

This package contains your renewal documents as listed on the following page. Please keep these together.

Our goal is to provide you with fast, efficient, and the most convenient service possible. We truly appreciate your business. If you have any questions about the information in this mailing, please contact your broker of record or your local State Compensation Insurance Fund office.

State Compensation Insurance Fund

BROKER COPY

5880 Owens Dr ■ Pleasanton, CA 94588-3900

Mailing Address: P.O. Box 8192 ■ Pleasanton, CA 94588-8792



IN REPLY REFER TO:
9108273-21

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
INSURANCE POLICY
STATE COMPENSATION INSURANCE FUND
Forms and Endorsements Applicable List Policy

FORM NUMBER	FORM DESCRIPTION
10963A	ANNUAL RATING ENDORSEMENT
10217	9904 - ENDORSEMENT AGREEMENT - WORDING CHANGE ENDORSEMENT
10217	1159 -ENDORSEMENT AGREEMENT- COVID-19 REPORTING REQUIREMENT ENDORSEMENT - CALIFORNIA
10217	2029 -ENDORSEMENT AGREEMENT- CALIFORNIA SHORT-RATE CANCELLATION
10217	2089 -ENDORSEMENT AGREEMENT- STATUTORY ACCOUNTING PRINCIPLES - BILL RECEIVABLE
10217	2437 -ENDORSEMENT AGREEMENT- MEDICAL PROVIDER NETWORK ENDORSEMENT
10217	2567 -ENDORSEMENT AGREEMENT- TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
10217	9961 -ENDORSEMENT AGREEMENT- CLASS AND RATES AMENDED
10610D	POLICY HOLDER NOTICE

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5880 Owens Dr ▪ Pleasanton, CA 94588-3900

Mailing Address: P.O. Box 8192 ▪ Pleasanton, CA 94588-8792



HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
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IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT THIS IS NOT A BILL
SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

CONTINUOUS POLICY 9108273-21

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM PACIFIC STANDARD TIME

RATING PERIOD 8-08-21 TO 8-08-22

MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CALIF 90266

DEPOSIT PREMIUM	\$0.00
MINIMUM PREMIUM	\$500.00
PREMIUM ADJUSTMENT PERIOD	QUARTERLY R SC

NAME OF EMPLOYER- MANHATTAN BEACH CHAMBER OF COMMERCE
(A NON-PROFIT ORGANIZATION)

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 08-08-21 TO 08-08-22

CODE NO.	PRINCIPAL WORK AND RATES EFFECTIVE FROM 08-08-21 TO 08-08-22	PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
8742-1	SALESPERSONS--OUTSIDE.	130000	.79	.73
8810-1	CLERICAL OFFICE EMPLOYEES--N.O.C.	0	.51	.47
8871-1	CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.	0	.25	.23

*****BUREAU NOTE INFORMATION*****

FEIN 950968754
FEIN 956000742
FEIN 954525658

TOTAL ESTIMATED ANNUAL PREMIUM \$945

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HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
-------------	---------------	---------------------------

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT THIS IS NOT A BILL
 SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

CONTINUOUS POLICY 9108273-21

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM
 PACIFIC STANDARD TIME

RATING PERIOD 8-08-21 TO 8-08-22

* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 08-08-21 TO 08-08-22

RATING PLAN MODIFIER	0.92000
ESTIMATED PREMIUM DISCOUNT MODIFIER	<u>1.00000</u>
COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES	0.92000

 *
 * PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 08-08-21 TO 08-08-22 *
 * ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE: *
 * FIRST ABOVE *
 * \$5,000 \$5,000 *
 * 0.0% 11.3% *
 *

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.

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HOME OFFICE	SAN FRANCISCO	ANNUAL RATING ENDORSEMENT
IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.		

CONTINUOUS POLICY 9108273-21

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR LOCAL STATE FUND OFFICE BELOW:

CSC - POLICY AT VACAVILLE
 1020 VAQUERO CIRCLE
 VACAVILLE, CA 95688
 (877) 405-4545

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions agreements or limitations of the Policy other than as herein stated.

When countersigned by a duly authorized officer or representative of the State Compensation Insurance Fund, these declarations shall be valid and form part of the Policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

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ENDORSEMENT AGREEMENT

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COVID-19 REPORTING REQUIREMENT
ENDORSEMENT - CALIFORNIA

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HOME OFFICE
SAN FRANCISCO

EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.
TO AUGUST 8, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
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MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

IN ADDITION TO THE REQUIREMENTS UNDER PART 4, "YOUR DUTIES
IF INJURY OCCURS" OF YOUR POLICY, IF YOU HAVE FIVE OR MORE
EMPLOYEES AND AN EMPLOYEE THAT IS NOT DESCRIBED IN
CALIFORNIA LABOR CODE SECTION 3212.87 TESTS POSITIVE FOR
COVID-19, YOU ARE REQUIRED TO REPORT THE FOLLOWING
INFORMATION AS PROVIDED BELOW.

REPORTING COVID-19 POSITIVE TESTS FROM JULY 6, 2020 TO
SEPTEMBER 17, 2020

PURSUANT TO CALIFORNIA LABOR CODE SECTION 3212.88(K) (2), IF
YOU ARE AWARE OF AN EMPLOYEE TESTING POSITIVE FOR COVID-19
ON OR AFTER JULY 6, 2020 AND PRIOR TO SEPTEMBER 17, 2020,
YOU MUST REPORT TO YOUR CLAIMS ADMINISTRATOR IN WRITING VIA
ELECTRONIC MAIL OR FACSIMILE WITHIN 30 BUSINESS DAYS OF
SEPTEMBER 17, 2020, ALL OF THE FOLLOWING:

1. AN EMPLOYEE HAS TESTED POSITIVE. FOR PURPOSES OF THIS
REPORTING, DO NOT PROVIDE ANY PERSONALLY IDENTIFIABLE
INFORMATION REGARDING THE EMPLOYEE WHO TESTED POSITIVE
FOR COVID-19 UNLESS THE EMPLOYEE ASSERTS THE INFECTION
IS WORK RELATED OR HAS FILED A CLAIM FORM PURSUANT TO
CALIFORNIA LABOR CODE SECTION 5401.
2. THE DATE THAT THE EMPLOYEE TESTS POSITIVE, WHICH IS THE
DATE THE SPECIMEN WAS COLLECTED FOR TESTING.
3. THE SPECIFIC ADDRESS OR ADDRESSES OF THE EMPLOYEE'S

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

Kent R. Va...
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO

1159



ENDORSEMENT AGREEMENT

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COVID-19 REPORTING REQUIREMENT
ENDORSEMENT - CALIFORNIA

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SAN FRANCISCO

EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.
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MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

CONTINUED.

SPECIFIC PLACE OF EMPLOYMENT DURING THE 14-DAY PERIOD
PRECEDING DATE OF THE EMPLOYEE'S POSITIVE TEST.

- 4. THE HIGHEST NUMBER OF EMPLOYEES WHO REPORTED TO WORK AT EACH OF THE EMPLOYEE'S SPECIFIC PLACES OF EMPLOYMENT ON ANY GIVEN WORK DAY BETWEEN JULY 6, 2020 AND SEPTEMBER 17, 2020.

REPORTING COVID-19 POSITIVE TEST FROM SEPTEMBER 17, 2020 TO JANUARY 1, 2023

PURSUANT TO CALIFORNIA LABOR CODE SECTION 3212.88(I), WHEN YOU KNOW, OR REASONABLY SHOULD KNOW, THAT AN EMPLOYEE HAS TESTED POSITIVE FOR COVID-19 BETWEEN SEPTEMBER 17, 2020 AND JANUARY 1, 2023, YOU MUST REPORT TO YOUR CLAIMS ADMINISTRATOR IN WRITING VIA ELECTRONIC MAIL OR FACSIMILE WITHIN 3 BUSINESS DAYS ALL OF THE FOLLOWING:

- 1. AN EMPLOYEE HAS TESTED POSITIVE. FOR PURPOSES OF THIS REPORTING, DO NOT PROVIDE ANY PERSONALLY IDENTIFIABLE INFORMATION REGARDING THE EMPLOYEE WHO TESTED POSITIVE FOR COVID-19 UNLESS THE EMPLOYEE ASSERTS THE INFECTION IS WORK RELATED OR HAS FILED A CLAIM FORM PURSUANT TO CALIFORNIA LABOR CODE SECTION 5401.
- 2. THE DATE THAT THE EMPLOYEE TESTS POSITIVE, WHICH IS THE DATE THE SPECIMEN WAS COLLECTED FOR TESTING.

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: **AUGUST 11, 2021**

Kent R. Van Lan
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO

1159



ENDORSEMENT AGREEMENT

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COVID-19 REPORTING REQUIREMENT
ENDORSEMENT - CALIFORNIA

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EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.
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**MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266**

CONTINUED.

- 3. THE SPECIFIC ADDRESS OR ADDRESSES OF THE EMPLOYEE'S SPECIFIC PLACE OF EMPLOYMENT DURING THE 14-DAY PERIOD PRECEDING THE DATE OF THE EMPLOYEE'S POSITIVE TEST.
- 4. THE HIGHEST NUMBER OF EMPLOYEES WHO REPORTED TO WORK AT THE EMPLOYEE'S SPECIFIC PLACE OF EMPLOYMENT IN THE 45-DAY PERIOD PRECEDING THE LAST DAY THE EMPLOYEE WORKED AT EACH SPECIFIC PLACE OF EMPLOYMENT.

LABOR CODE SECTION 3212.88(J) STATES THAT THE INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION OR THE FAILURE TO REPORT THE ABOVE INFORMATION AS REQUIRED MAY SUBJECT YOU TO A CIVIL PENALTY IN THE AMOUNT OF UP TO \$10,000 TO BE ASSESSED BY THE LABOR COMMISSIONER.

FOR THE PURPOSES OF THESE REQUIREMENTS, CALIFORNIA LABOR CODE SECTION 3212.88(M) PROVIDES THE FOLLOWING:

- 1. "COVID-19" MEANS THE 2019 NOVEL CORONAVIRUS DISEASE.
- 2. "TEST" OR "TESTING" MEANS A PCR (POLYMERASE CHAIN REACTION) TEST APPROVED FOR USE OR APPROVED FOR EMERGENCY USE BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION TO DETECT THE PRESENCE OF VIRAL RNA. "TEST" OR "TESTING" DOES NOT INCLUDE SEROLOGIC TESTING, ALSO KNOWN AS ANTIBODY TESTING. "TEST" OR "TESTING" MAY INCLUDE ANY OTHER VIRAL CULTURE TEST APPROVED FOR USE OR

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

Kent R. Va...
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO

1159



ENDORSEMENT AGREEMENT

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COVID-19 REPORTING REQUIREMENT
ENDORSEMENT - CALIFORNIA

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MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

CONTINUED.

APPROVED FOR EMERGENCY USE BY THE UNITED STATES FOOD AND
DRUG ADMINISTRATION TO DETECT THE PRESENCE OF VIRAL RNA
WHICH HAS THE SAME OR HIGHER SENSITIVITY AND SPECIFICITY
AS THE PCR TEST.

- 3. "A SPECIFIC PLACE OF EMPLOYMENT" MEANS THE BUILDING,
STORE, FACILITY, OR AGRICULTURAL FIELD WHERE AN EMPLOYEE
PERFORMS WORK AT THE EMPLOYER'S DIRECTION. "A SPECIFIC
PLACE OF EMPLOYMENT" DOES NOT INCLUDE THE EMPLOYEE'S
HOME OR RESIDENCE, UNLESS THE EMPLOYEE PROVIDES HOME
HEALTH CARE SERVICES TO ANOTHER INDIVIDUAL AT THE
EMPLOYEE'S HOME RESIDENCE.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

Kent R. Van Lan
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO

1159



ENDORSEMENT AGREEMENT
CALIFORNIA SHORT-RATE CANCELLATION

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SAN FRANCISCO

EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.
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ALLEFFECTIVE DATES ARE
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MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

THE INSURANCE UNDER THIS POLICY IS LIMITED AS FOLLOWS:

IT IS AGREED THAT ANYTHING IN THE POLICY TO THE CONTRARY
NOTWITHSTANDING, SUCH INSURANCE AS IS AFFORDED BY THIS
POLICY IS SUBJECT TO THE FOLLOWING PROVISIONS:

IF YOU CANCEL THE POLICY AND A DISCLOSURE WAS PROVIDED IN
ACCORDANCE WITH SECTION 481(C) OF THE CALIFORNIA INSURANCE
CODE, FINAL PREMIUM WILL BE BASED ON THE TIME THIS POLICY
WAS IN FORCE AND INCREASED BY THE SHORT-RATE CANCELLATION
TABLE BELOW:

SHORT-RATE CANCELLATION TABLE

FINAL PREMIUM BASED ON THE TABLE BELOW WILL NOT BE LESS
THAN THE MINIMUM PREMIUM FOR THIS POLICY.

DAYS = EXTENDED NUMBER OF DAYS
% = PERCENTAGE OF FULL POLICY PREMIUM

Table with 6 columns: DAYS, %, DAYS, %, DAYS, %. Rows include intervals like 1, 5-6, 11-12, 17-18, 23-25, 33-36, 44-47, 55-58 and percentages from 5% to 28%.

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

Signature of Authorized Representative
AUTHORIZED REPRESENTATIVE

Signature of President and CEO
PRESIDENT AND CEO

2029



ENDORSEMENT AGREEMENT

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CALIFORNIA SHORT-RATE CANCELLATION

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MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

CONTINUED.

Table with 6 columns showing age ranges and percentages from 66-69 to 352-355.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

Signature of Authorized Representative

AUTHORIZED REPRESENTATIVE

Signature of President and CEO

PRESIDENT AND CEO

2029



ENDORSEMENT AGREEMENT

STATUTORY ACCOUNTING PRINCIPLES
BILL RECEIVABLE

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HOME OFFICE
SAN FRANCISCO

EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.

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**MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266**

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THIS ENDORSEMENT AMENDS SECTION D. OF
PART FIVE OF THE POLICY.

YOUR POLICY HAS BEEN WRITTEN ON QUARTERLY ADJUSTMENT
PERIOD. YOU WILL PAY ALL PREMIUM WHEN DUE.

PAYROLL REPORTS AND PREMIUM ARE DUE WITHIN 10 DAYS (TEN)
AFTER THE LAST DAY OF THE REPORTING PERIOD.

PAYMENT OF OUTSTANDING PREMIUM IS DUE WITHIN 10 DAYS (TEN)
FROM THE BILL DATE.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2089



**ENDORSEMENT AGREEMENT
MEDICAL PROVIDER NETWORK**

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HOME OFFICE
SAN FRANCISCO

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**MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266**

ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT
WILL BE CONTROLLED BY THIS ENDORSEMENT.

THE STATE COMPENSATION INSURANCE FUND MEDICAL PROVIDER
NETWORK IS ESTABLISHED IN ACCORDANCE WITH CALIFORNIA LABOR
CODE 4600 ET SEQ AND APPROVED BY THE CALIFORNIA DIVISION OF
WORKERS' COMPENSATION ADMINISTRATIVE DIRECTOR. THE INTENT
OF THE 2004 LEGISLATION REQUIRING THE ESTABLISHMENT OF THE
MEDICAL PROVIDER NETWORK IS INCREASED EMPLOYER CONTROL OVER
THE COSTS OF TREATING EMPLOYEE WORK RELATED INJURIES AND
DISEASE.

PART FOUR OF THE POLICY, YOUR DUTIES IF INJURY OCCURS, IS
AMENDED AS FOLLOWS:

IT IS AGREED THAT THE POLICYHOLDER SHALL REFER ALL WORK
RELATED INJURIES OR DISEASE TO THE STATE COMPENSATION
INSURANCE FUND MEDICAL PROVIDER NETWORK AT THE TIME OF AN
OCCUPATIONAL INJURY OR UPON KNOWLEDGE OF AN OCCUPATIONAL
INJURY OR DISEASE.

IT IS FURTHER AGREED THAT WHEN AN EMPLOYEE NOTIFIES THE
POLICYHOLDER OF AN OCCUPATIONAL INJURY OR FILES A CLAIM FOR
WORKERS' COMPENSATION WITH THE POLICYHOLDER, THE POLICY-
HOLDER SHALL ARRANGE AN INITIAL MEDICAL EVALUATION AND
BEGIN TREATMENT WITHIN THE MEDICAL PROVIDER NETWORK. THE
POLICYHOLDER SHALL NOTIFY THE EMPLOYEE OF HIS OR HER RIGHT

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: **AUGUST 11, 2021**

2437

Kent R. Va. Lauf
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO



ENDORSEMENT AGREEMENT
MEDICAL PROVIDER NETWORK

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SAN FRANCISCO

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425 15TH ST
MANHATTAN BEACH, CA 90266**

CONTINUED.

TO BE TREATED BY A PHYSICIAN OF HIS OR HER CHOICE FROM
WITHIN THE MEDICAL PROVIDER NETWORK AFTER THE FIRST VISIT.
THE POLICYHOLDER SHALL NOTIFY EMPLOYEE OF THE METHOD BY
WHICH THE LIST OF PARTICIPATING PROVIDERS MAY BE ACCESSED
BY EMPLOYEES.

IT IS FURTHER AGREED THAT IF AN INJURED EMPLOYEE DISPUTES
EITHER THE DIAGNOSIS OR THE TREATMENT PRESCRIBED BY THE
TREATING PHYSICIAN, THE EMPLOYEE MAY SEEK THE OPINION OF
ANOTHER PHYSICIAN WITHIN THE MEDICAL PROVIDER NETWORK. IF
THE INJURED EMPLOYEE DISPUTES THE DIAGNOSIS OR TREATMENT
PRESCRIBED BY THE SECOND PHYSICIAN, THE EMPLOYEE MAY SEEK
THE OPINION OF A THIRD PHYSICIAN WITHIN THE MEDICAL
PROVIDER NETWORK.

IT IS FURTHER AGREED THAT THIS ENDORSEMENT IN NO WAY
AFFECTS THE RIGHTS OF AN INJURED WORKER TO PREDESIGNATE A
PHYSICIAN. AN EMPLOYEE MUST FILE WRITTEN NOTICE OF THE
PREDESIGNATION WITH THE EMPLOYER PRIOR TO THE DATE OF
INJURY. THE NOTICE MUST INCLUDE THE PHYSICIAN'S SIGNATURE
OF AGREEMENT TO THE PREDESIGNATION, AND THE FOLLOWING
CONDITIONS MUST APPLY:

THE PHYSICIAN IS THE EMPLOYEE'S REGULAR PHYSICIAN.

THE PHYSICIAN IS THE EMPLOYEE'S PRIMARY CARE PROVIDER WHO
HAS PREVIOUSLY DIRECTED THE MEDICAL TREATMENT OF THE

CONTINUED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

2437

Kent R. Van Lan
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO



ENDORSEMENT AGREEMENT
MEDICAL PROVIDER NETWORK

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HOME OFFICE
SAN FRANCISCO

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**MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266**

CONTINUED.

EMPLOYEE AND RETAINS RECORDS OF THE TREATMENT AND MEDICAL HISTORY.

THE EMPLOYER PROVIDES THE STAFF WITH NONOCCUPATIONAL GROUP HEALTH COVERAGE IN A HEALTH-CARE SERVICE PLAN (SUCH AS AN HMO/PPO PROGRAM).

OR

THE EMPLOYER PROVIDES NONOCCUPATIONAL HEALTH COVERAGE IN A GROUP HEALTH PLAN OR A GROUP HEALTH INSURANCE POLICY, PER LABOR CODE 4616.7.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

2437

Kent R. Va. Lauf
AUTHORIZED REPRESENTATIVE

Vernon Steiner
PRESIDENT AND CEO



ENDORSEMENT AGREEMENT

BROKER COPY

TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

9108273-21
RENEWAL
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PAGE 1 OF 4

HOME OFFICE
SAN FRANCISCO

EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.
TO AUGUST 8, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CA 90266

THIS ENDORSEMENT ADDRESSES THE REQUIREMENTS OF THE
TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED AND
EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2019. IT SERVES TO NOTIFY YOU OF
CERTAIN LIMITATIONS UNDER THE ACT, AND THAT YOUR INSURANCE
CARRIER IS CHARGING PREMIUM FOR LOSSES THAT MAY OCCUR IN
THE EVENT OF AN ACT OF TERRORISM.

YOUR POLICY PROVIDES COVERAGE FOR WORKERS COMPENSATION
LOSSES CAUSED BY ACTS OF TERRORISM, INCLUDING WORKERS
COMPENSATION BENEFIT OBLIGATIONS DICTATED BY STATE LAW.
COVERAGE FOR SUCH LOSSES IS STILL SUBJECT TO ALL TERMS,
DEFINITIONS, EXCLUSIONS, AND CONDITIONS IN YOUR POLICY, AND
ANY APPLICABLE FEDERAL AND/OR STATE LAWS, RULES, OR
REGULATIONS.

DEFINITIONS

THE DEFINITIONS PROVIDED IN THIS ENDORSEMENT ARE BASED ON
AND HAVE THE SAME MEANING AS THE DEFINITIONS IN THE ACT. IF
WORDS OR PHRASES NOT DEFINED IN THIS ENDORSEMENT ARE
DEFINED IN THE ACT, THE DEFINITIONS IN THE ACT WILL APPLY.

"ACT" MEANS THE TERRORISM RISK INSURANCE ACT OF 2002, WHICH
TOOK EFFECT ON NOVEMBER 26, 2002, AND ANY AMENDMENTS
THERE TO, INCLUDING ANY AMENDMENTS RESULTING FROM THE
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF
2019.

CONTINUED

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MANHATTAN BEACH, CA 90266

CONTINUED.

"ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE
SECRETARY OF THE TREASURY, IN CONSULTATION WITH THE
SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF
THE UNITED STATES AS MEETING ALL OF THE FOLLOWING
REQUIREMENTS:

- A. THE ACT IS AN ACT OF TERRORISM.
- B. THE ACT IS VIOLENT OR DANGEROUS TO HUMAN LIFE, PROPERTY OR INFRASTRUCTURE.
- C. THE ACT RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE OF THE UNITED STATES IN THE CASE OF THE PREMISES OF UNITED STATES MISSIONS OR CERTAIN AIR CARRIERS OR VESSELS.
- D. THE ACT HAS BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

"INSURED LOSS" MEANS ANY LOSS RESULTING FROM AN ACT OF
TERRORISM (AND, EXCEPT FOR PENNSYLVANIA, INCLUDING AN ACT
OF WAR, IN THE CASE OF WORKERS COMPENSATION) THAT IS
COVERED BY PRIMARY OR EXCESS PROPERTY AND CASUALTY
INSURANCE ISSUED BY AN INSURER IF THE LOSS OCCURS IN THE

CONTINUED

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CONTINUED.

UNITED STATES OR AT THE PREMISES OF UNITED STATES MISSIONS
OR TO CERTAIN AIR CARRIERS OR VESSELS.

"INSURER DEDUCTIBLE" MEANS, FOR THE PERIOD BEGINNING ON
JANUARY 1, 2021, AND ENDING ON DECEMBER 31, 2027, AN AMOUNT
EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS DURING THE
IMMEDIATELY PRECEDING CALENDAR YEAR.

LIMITATION OF LIABILITY

THE ACT LIMITS OUR LIABILITY TO YOU UNDER THIS POLICY. IF
AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 IN A
CALENDAR YEAR AND IF WE HAVE MET OUR INSURER DEDUCTIBLE, WE
ARE NOT LIABLE FOR THE PAYMENT OF ANY PORTION OF THE AMOUNT
OF INSURED LOSSES THAT EXCEEDS \$100,000,000,000; AND FOR
AGGREGATE INSURED LOSSES UP TO \$100,000,000,000, WE WILL
PAY ONLY A PRO RATA SHARE OF SUCH INSURED LOSSES AS
DETERMINED BY THE SECRETARY OF THE TREASURY.

POLICYHOLDER DISCLOSURE NOTICE

1. INSURED LOSSES WOULD BE PARTIALLY REIMBURSED BY THE
UNITED STATES GOVERNMENT. IF THE AGGREGATE INDUSTRY
INSURED LOSSES OCCURING IN ANY CALENDAR YEAR EXCEED
\$200,000,000, THE UNITED STATES GOVERNMENT WOULD PAY 80%
OF OUR INSURED LOSSES THAT EXCEED OUR INSURER
DEDUCTIBLE.

CONTINUED

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425 15TH ST
MANHATTAN BEACH, CA 90266

CONTINUED.

2. NOTWITHSTANDING ITEM 1 ABOVE, THE UNITED STATES
GOVERNMENT WILL NOT MAKE ANY PAYMENT UNDER THE ACT FOR
ANY PORTION.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED
AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE
STATED.

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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: AUGUST 11, 2021

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Kent R. Van Lan
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Vernon Steiner
PRESIDENT AND CEO



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MANHATTAN BEACH CHAMBER OF COMME

**425 15TH ST
MANHATTAN BEACH, CA 90266**

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS
AGREED THAT THE WORDING FOR THE FOLLOWING CLASSIFICATION APPEARING
IN THIS POLICY IS CHANGED TO READ-

CLASS DESCRIPTION OF WORK

8871-1 CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 11, 2021

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AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



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SAN FRANCISCO

EFFECTIVE AUGUST 8, 2021 AT 12.01 A.M.

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TIME INDICATED AT
PACIFIC STANDARD TIME**MANHATTAN BEACH CHAMBER OF COMME****425 15TH ST
MANHATTAN BEACH, CA 90266**ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL
BE CONTROLLED BY THIS ENDORSEMENT.IT IS AGREED THAT THE FOLLOWING CLASSIFICATION(S) IS (ARE)
HEREBY ADDED TO AND MADE A PART OF THIS POLICY.
RATE(S) EFFECTIVE UP TO 8/08/22 -

<u>STANDARD</u> <u>CLASS</u>	<u>DESCRIPTION OF WORK</u>	<u>BASE</u> <u>RATE*</u>	<u>INTERIM</u> <u>BILLING</u> <u>RATE*</u>
8871-1	CLERICAL TELECOMMUTER EMPLOYEES--N.O.C.	.25	.23

IF THIS CLASSIFICATION CHANGE RESULTS IN INCREASED POLICY PREMIUM,
YOU ARE ENTITLED, AS PROVIDED BY INSURANCE CODE SECTION 11753.1,
TO REQUEST THAT THE CLASSIFICATION DECISION BE RECONSIDERED BY
THE STATE COMPENSATION INSURANCE FUND. PLEASE CONTACT YOUR LOCAL
DISTRICT OFFICE.

*THE BASE RATE IS PROVIDED FOR YOUR INFORMATION. IT IS THE RATE
WHICH STATE COMPENSATION INSURANCE FUND HAS FILED WITH THE
DEPARTMENT OF INSURANCE. THE INTERIM BILLING RATE WILL BE USED
ON PAYROLL REPORTS. IT TAKES INTO ACCOUNT RATING PLAN CREDITS
(OR DEBITS) WHICH WILL APPLY AT FINAL BILLING.

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LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 11, 2021

9961

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

9108273-21

Dear Policyholder:

These endorsements amend and are part of your policy.
Please keep them with your documents for future reference.

If you have any questions concerning these endorsements,
Please contact your local State Fund office.

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POLICYHOLDER NOTICE

YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

PN 04 99 01H (Ed. 05-20)

POLICY NO. 9108273-21
NR SC

MANHATTAN BEACH CHAMBER OF COMME
425 15TH ST
MANHATTAN BEACH, CALIF 90266

I. Information Available to You

A. Information Available from Us - State Compensation Insurance Fund

(1) General questions regarding your policy should be directed to:

State Fund, Small Commercial Service Center
1020 Vaquero Circle
Vacaville, CA 95688
Telephone: 888-782-8338
Website: www.statefundca.com

(2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

Pursuant to California Code of Regulations, Title 10 CCR 2503 (b), under California Law it is unlawful for an insurer [us] to promise the future payment of dividends under an unexpired workers' compensation policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the [our] Board of Directors or other governing board [of the Company] following policy expiration. Forfeiture of a right to, reduction in the amount of, or delay in the payment of a policyholder's dividend due to the policyholder's failure to accept renewal of the policy or subsequent policies issued by the same insurer is illegal and constitutes an unfair practice.

(3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

(1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan--1995*(USRP) and the *California Workers' Compensation Experience Rating Plan--1995*(ERP). WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 888-229-2472 (phone); 415-778-7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website at wcirb.com.

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POLICYHOLDER NOTICE
Your Right to Rating and Dividend Information

POLICY NO. 9108273-21
NR SC

- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415-777-0777 (phone) and 415-778-7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

- A. Our Dispute Resolution Process.** You may request in writing that we reconsider a change in a classification assignment that results in an increased premium. You may also request, in writing, that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written requests that we reconsider or review our actions should be forwarded to: State Compensation Insurance Fund, Attention: Manager, Customer Assistance Program, 5880 Owens Drive, Pleasanton, CA 94588 or call us at 925-460-6530 or fax us at 925-460-6633.
- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888-229-2472 (phone), 415-778-7272 (fax) and customerservice@wcirb.com (email).

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed.

If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner

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POLICYHOLDER NOTICE
Your Right to Rating and Dividend Information

POLICY NO. 9108273-21
NR SC

as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Complaints and Reconsiderations. The WCIRB's contact information is 888-229-2472 (phone), 415-371-5204 (fax) and customerservice@wcirb.com (email).

- C. California Department of Insurance - Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau
California Department of Insurance
1901 Harrison Street, 3rd Floor
Oakland, California 94612
415-538-4243

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415-778-7159 (phone), 415-371-5288 (fax) and ombudsman@wcirb.com (email).
- B. California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800-927-HELP (4357) or insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

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