

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NATIONAL CITY CHAMBER OF COMMERCE**

THIS AGREEMENT is entered into on this 5th day of April, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and NATIONAL CITY CHAMBER OF COMMERCE (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ the CONSULTANT to provide economic development services for businesses located in the City of National City, California.

WHEREAS, the CITY has determined that the CONSULTANT is a non-profit organization and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on April 5, 2022. The duration of this Agreement is for the period of April 5, 2022 through April 5, 2023. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** City Manager's Office hereby is designated as the Project Coordinator for the CITY and will monitor the progress and

execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Chad Matkowski President and CEO of the National City Chamber of Commerce hereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT hereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subcontractors, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subcontractor(s) shall require the subcontractor(s) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its subcontractors, shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a

third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONSULTANT's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONSULTANT's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONSULTANT's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONSULTANT notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 **Limitation of CITY Liability.** The payment made to CONSULTANT under this Agreement shall be the full and complete compensation to which CONSULTANT and CONSULTANT's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONSULTANT nor CONSULTANT's officers,

employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

16.3 Indemnification for Employee Payments. CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONSULTANT, (2) any employee of CONSULTANT, or (3) any employee of CONSULTANT construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. INSURANCE. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractor(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT's employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Tony Winney

Assistant City Manager
Office of the City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:

Chad Matkowski
President and CEO
National City Chamber of Commerce
City Of National City
901 National City Boulevard
National City, CA 91950-4397

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. CONSULTANT is solely responsible to determine if State prevailing wage rates

apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by

the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____

Alejandra Sotelo Solis, Mayor

NATIONAL CITY CHAMBER OF COMMERCE

*(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)*

By: _____

(Name)

Chad Matkowski

(Print)

President & CEO

(Title)

APPROVED AS TO FORM:

By: _____

Charles E. Bell Jr.
City Attorney

By: _____

(Name)

Brian Clapper

(Print)

Chairman

(Title)

EXHIBIT A

SCOPE OF SERVICES

National City Chamber of Commerce Economic Development Partnership with National City

Introduction

National City Chamber of Commerce (NCCC or The Chamber) is pleased to provide this Scope of Services to the City of National City (City) for marketing, advertising, public relations, technology assistances, and outreach to the businesses and community of National City. The agreement has two sections, Economic Development Opportunities (Section 1) and a DiscoverNationalCity.org based approach leveraging the newly developed website (Section 2). All scheduled items below assume a funding start period of April 2022.

Background and Findings

During the 2020/2021 pandemic years small businesses in the service industry were heavily hit in National City. With National City having about 250 restaurants. The average National City restaurant establishment employs 8 people and about 65% of them being minority owned. The NCCC is focused on helping these service-based industries recover. This is an opportune time for such promotions and programs with the Market on 8th Street and Parco giving National City so much attention.

National City has recovered well from COVID-19, but the effects of the pandemic and shutdowns are still on going. In the below proposal to the city, the NCCC is focusing on helping with economic recovery efforts through education, technology development, promotions, and programs the NCCCC can help improve these conditions for our local service establishment.

Currently the biggest needs in our community are aid, education, and resources. The national average for restaurants to have an online presence is 68.5%. Currently with the development of DiscoverNationalCity.org the NCCC has discovered that only 39% of restaurants have a controlled online presence. Many of our local establishments do not have the technical knowledge to even be found on Google, Yelp, or Bing.

During the pandemic, the NCCC helped connect many businesses to funding resources such as the Paycheck Protection Program (PPP) and Economic Injury Disaster Loan (EIDL) program to help its members continue owning and operating local businesses. With resources being stretched so thin our local businesses have not been able to invest in advertising and promotion opportunities. Instead, primarily focusing resource on payroll and other essential operations for their businesses. The NCCC hopes to partner with the city to promote these industries across the city drawing in more business into the city.

Section 1

Economic Development

The NCCC is dedicated to helping National City businesses and the local economy rebound from the COVID pandemic and return to even stronger growth. The two below items work in concert with the city's current efforts and will provide both the city and the residents of National City additional resources.

Approach

- Task 1: Directory and Technology Assistance to National City businesses.
- Task 2: Live and work local.

Approach

Task 1: Directory and Technology Assistance to National City Businesses

The Chamber is working to collect information for National City to provide the city and residents a directory of National City businesses. The below items would be in addition to the creation of this directory. The NCCC would then provide hardcopies to be able to give to residents upon request.

The city will also be provided 4 pages to share any information it wishes to promote about National City. The city will also be provided the most relevant and up to date demographics for the city. These will be found on two additional pages.

NCCC proposes the following approach for DiscoverNationalCity.org, National City Directory (hard copy), and NationalCityChamber.org:

- a. Review all business licenses for National City.
 - a. Review National City business license list compared to list of businesses compiled by the NCCC for the Chamber Directory and DiscoverNationalCity.org. Should any business license not be up to date or missing the Chamber will provide the following:
 1. Provide company with the correct information to apply for a license.
 2. Should company not follow up, Chamber will notify the city of the discrepancy for them to follow up on.
 - b. Educate local businesses on the importance of ensuring their information online is accurate.
 - c. Assess businesses with missing information and their technological capabilities then:
 - a. Connect to proper resources
 - b. Apply to the NCCC website development program
 - d. If business needs additional resources they will be referred to the NCCC Business Resource Consultation (BRC) program. This will include:
 - a. Technology Assessment
 - b. Energy Assessment and referrals to SDG&E programs
 - c. Online resources to promote business
 - d. Social media strategy review
 - e. Provide a free website for the business with three months of hosting (For qualifying businesses only as this is covered by a separate grant)
 - f. Access to online workshops

Goals:

- To help city ensure all operating businesses have a valid license to operate within the city.
- To help make sure that all National City businesses can be found online and have a minimal web presence.
- To work with the city to promote proper licensing.
- City will be provided copies of the National City Business Directory.

Timeline:

- Directory will be published fall 2022
 - o This will include the business permit and license component.
- BRC will be an ongoing project over 2 years to reach out to over 375 local businesses.

Task 2: Live and Work Local

Working with the city to help promote living and working local, the NCCC would like to propose the following program open to all National City business.

- a. Create on NationalCityChamber.org website which would be a space for local businesses to post openings for local positions for free.
 - a. Encourage all local business to post online.
 - b. Chamber reaches out to members and non-members to post online.
- b. Resume an in person Career's Pathway to success job fair, include a virtual component for job seekers to utilize.
- c. Promote a "Finding a job locally" campaign.
 - a. Leverage use of freeway signs
 - b. Digital marketing.
 - c. Linking with current job search websites.
- d. Track the job categories below and provide report to the city:
 - a. Report total number of job postings for each quarter including
 - i. Number of minimum wage jobs.
 - ii. Number of jobs that meet the agreed upon "living wage" mark.
 - iii. Number of jobs that include paid training.
 - b. Turnover of jobs posted on the website.
 - c. Track ratio of locals and non-locals utilizing website.

Goals:

- Post over 100 jobs that can be found local within National City each quarter.
- Receive 10,000 hits on job searching website on NationalCityChamber.org

Timeline:

- First round of jobs will be posted by the end of the 2nd month after funding.
- Quarterly reports on the above tracked items will be reported 1 month after the close of that quarter.
- An annual presentation will be made upon the city's request on what the NCCC has seen in trends within the city on searched job postings.

Section 2

DiscoverNationalCity.org

The overall goal for the DiscoverNationalCity.org website is to increase and promote recreation, tourism, restaurant, and retail industries in National City. Below are simple measurable goals for the website. These goals will be further defined with the creation and consultation of a Tourism and Marketing Committee that will be created and hosted by the National City Chamber of Commerce. Additional tasks and goals are worked into the “Approach” Section.

Major Goals and Metrics for DiscoverNationalCity.org annually for 2022/2023:

1. Aid Restaurants, Retail, and Hotels recover from pandemic related issues.
2. Increase traffic to hotelier websites by 20,000 hits.
3. Increase traffic to local restaurants by 50,000 hits.
4. Increase traffic to local retailers by 20,000 hits.
5. Increase traffic for events by 20,000 hits.
6. Create and execute a shop local promotion.
7. Create and execute a local restaurant week.
8. Create a sustainable model that will support:
 - o Expansion
 - o Increase Impact and continual marketing
 - o Fund expansion for an App
 - o Maintain and update content

Proposal Outline of Tasks to Be Completed:

- Task 1 – Creation of a Marketing and Tourism Committee
- Task 2 – Comprehensive Strategy Plan
- Task 3 – Manage, promote, and updated discovernationalcity.org
- Task 4 – Search Engine Optimization (SEO)
- Task 5 – Social media
- Task 6 – Local Event Promotions for City and Resource for Residents

Project Tasks, Goals, and Completion Dates:

Task 1: Creation of a Marketing and Tourism Committee:

The goal of the Marketing and Tourism committee is to provide guidance, direction, feedback, and cooperation for the goals for the DiscoverNationalCity.org website and other local programs to boost and promote the served industries with the website. The Marketing and Tourism committee in its inaugural meetings will review the overarching goals described above; create a needs analysis for National City and will give guidance and review the comprehensive strategy described in task two.

Meeting will meet monthly during its foundation stage for 1 year. The committee will then review schedules at the end of 2022 and propose a new schedule for 2023. Founding committee members will discuss the schedule for these monthly meetings. First meeting will be held in March or the month after funding is approved by City Council.

Tourism committee of at least 10 members consisting of at least one representative from:

- a. City of National City
- b. Retail
- c. Hotels
- d. Food Service

Goals for Committee:

- Create, plan and execute strategies and plans to increase tourism and bring in new business to National City.
- Boost attendance at all National City events.
 - o Increase attendance from participants that live outside of National City.
- Report and issue recommendations to the Economic Development Committee. This is to create a consensus among all National City business and give a forum to give updates to City representatives.
- Supervise, support, and consult on the newly proposed restaurant week (see task 6 for more details)
- Supervise, support, and consult the shop local initiatives (see task 6 for more details)

Timelines:

- Creation of Committee and first meeting by March 31, 2022.
 - o Create schedule of meeting and publish on NCCC website.
- Goals of committee are finalized and reported to NCCC board by April 19, 2022.
- Presentation of recommendations and strategies for Marketing and Tourism to Economic Development Committee by May 5, 2022. Details will be reported and collected from Comprehensive Strategy (Task 2).
- Plan and execute proposed programs:
 - o Local Restaurant Week: By end of August 2022
 - o Shop Local Initiatives: From November 2022 – December 2022

Task 2: Comprehensive Strategy Plan for website

Under the guidance of the Marketing and Tourism Committee the NCCC will create a comprehensive strategy with additional metrics and goals based on the needs of the community. This strategy and goals will be approved by The Chamber Board of Directors, Economic Development Committee, and will be reported to the city.

NCCC proposes the following approach:

- a. Conduct area/business/partner research/SEO Analysis
 - i) Metrics to be collected for SEO analysis
 - (1) Where are people searching from?
 - (2) What people are searching for in National City?
 - (3) Demographics of people searching in National City.
 - (4) What are the most relevant searches for National City?
 - (5) Tourism and Recreation SWOT Analysis.
 - (6) Create list of top websites displaying marketing and tourism information for city.

Goals:

- Create a strategy that drives participants and traffic to the areas of industry that Marketing and Tourism wishes to highlight.
- Create SEO criteria that will drive the most traffic. This will compliment what people are searching for in National City.
- Create a strategy that will improve National City's presence on the internet. Highlight all the events and programs the city has to offer.
- Strategy will include how to make sure top websites are displaying relevant information for National City.

Timeline:

- Analysis will be completed by end of February 2022
- Findings will be reported to Marketing and Tourism Committee for March meeting.
- Comprehensive Strategy will be reported, completed, and approved by April 19 Chamber Board Meeting.

Task 3: Manage, promote, and update www.discovernationalcity.org

Management:

The DiscoverNationalCity.org website was created and owned by the National City Chamber of Commerce. The city partners on the promotions and programs offered through the website and will have access to all data from the site. The Chamber will promote any city events and programs that will be received by the National City Library and Community Services Director. The Chamber does reserve the right not to promote certain city functions that could be viewed as a "political promotion." It also reserves the right to select events that do not fall under these criteria and are a community benefit. These benefits must agree with the brand of the website and its goal to promote and improve the tourism and recreation brand of the website. The city may also request that certain events that do not align with its current plans to be removed. The Chamber is responsible and gets all final decisions on the structure, population of information, tags, and offerings within the site.

All events that are considered to fall under tourism and recreation are allowed to be promoted on the website. This is a resource for all business located in National City and are servicing National City. The Chamber will be responsible for collecting this information and posting the information online.

The directory on the website will also be managed by the NCCC. This will be done in partnership with the city that will provide updated business licenses and permit information to the NCCC so the Chamber can ensure that all events and businesses can be located on the site that fall under the following categories: Tourism, Recreation, Food, Events, and Retail. All National City businesses can be listed on the website including National City Chamber members that are located outside of National City but provided services within National City.

Promotion and Updates:

The below approach will utilize all the research and discuss from Task 1 & 2 to give direction on what and how we update the site information to create a more effective site.

NCCC proposes the following approach:

- a. Manage all photography and copywriting
- b. Creation of SEO-friendly blog entries monthly
- c. Ensure all copywriting is SEO-friendly
- d. Manage plugins for all social media platforms and real-time feeds on the homepage
- e. Manage custom blog
- f. Maintain ongoing integration with social media platforms
- g. Program infrastructure to include Content Management System
- h. Program infrastructure to be sustainable with considerations for future growth
- i. Develop website to have a mobile display
- j. Provide outreach to National City businesses for:
 - a. Awareness of website
 - b. Accurate business information
- k. Create an accurate and live directory of services available in National City
- l. Invest additional funds received through advertising revenue, applicable grants, and direct funds from The Chamber to continue additional promotion and advertising for the website

Timeline:

- Updates for content within the website will be updated monthly. Updates must be received by the Chamber by the last Monday of each month. Updates will be completed by the second Thursday of each month. This includes blogs, events, directory information, promotions, and any other content on the website.
- All other items in Task 3 will be updated by the End of March 2022. This will include all technical details above.

Task 4: Search Engine Optimization DiscoverNationalCity.org

Below is the technical information on how the NCCC plans to manage the Search Engine Optimization (SEO) for the website. This will heavily rely on the guidance and research and developed from Task 1 & 2. This will ensure the sites ongoing relevance and will help the site populate high on search engines such as Google and Bing.

NCCC proposes the following approach:

- a. Ensure onsite optimization
 - i. Conduct website and competitor analysis
 - ii. Ensure all keywords are optimized/find most profitable keyword
 - iii. Incorporate SEO suggestions of City, Hoteliers, and local Businesses for DiscoverNationalCity.org
 - iv. Optimize title and meta tags
 - v. Optimize content and keyword placement
 - vi. Create HTML & XML sitemap creation
 - vii. Optimize images
 - viii. Manage Google Analytics
 - ix. Manage Google, Yahoo & Bing link submissions
 - x. Validate W3C
 - xi. Submit to Robot.txt
- b. Ensure offsite optimization
 - i. Develop new backlinks monthly
 - ii. Develop one blog write-up with 5 profile creations

- iii. Manage accounts on social networking sites
- iv. Submit website to social bookmarking sites
- v. Submit articles to online directories
- vi. Submit press releases to directories
- c. Maintain reporting
 - i. Submit initial rank report
 - ii. Submit monthly work report
 - iii. Submit progress rank report
 - iv. Submit traffic report
 - v. Schedule 1 hour consultation with City- quarterly

Goals:

- Have DiscoverNationalCity.org be the number one site in National City for content on local event, hotels, and restaurant's.
- Have the site has over 80,000 hits in its first complete year after funding date.

Timeline:

- Basic SEO parameters have already been created for the website. The additional updates, and work will be completed at the end of May 2022.
- Updates for SEO will be ongoing and will be completed on a quarterly basis.

Task 5: Social Media

Social Media is critical to the success of the website. The city and the NCCC will share content on the website. The Chamber will manage the DiscoverNationalCity.org accounts. The city will provide content and imagery for local events by tagging DiscoverNationalCity.org accounts. The Chamber will ensure that content shared conforms to the criteria described in Task 3.

Images that are shared with the NCCC will be allowed to be used at the discretion of the NCCC to promote the website and the industries the site promotes. The city can request at any time to remove images that it has tagged from further marketing efforts or that have been shared in its social media platforms.

NCCC proposes the following approach:

- a. Complete social media audit for discovernationalcity.org
- b. Conduct competitive analysis
- c. Develop strategy map
- d. Plan, implement and monitor content
- e. Report and revise strategy
- f. Development and distribution of a monthly e-newsletter (template already established)
 - i. Includes relevant information from City.
- g. Manage social media campaigns
 - i. Manage social networks (Facebook, Twitter, LinkedIn, Pinterest)
 - i. Provide partnering agencies with information on how to share imagery with DiscoverNationalCity.org channels
 - ii. Manage local business listings
 - iii. Manage hotel listings on Google

- iv. Submit social bookmarking posts monthly

Goals:

- DiscoverNationalCity.org gains a following of 1,000 active followers.
- Partner with local influencers on a regular basis, both English and Spanish Speaking.

Timeline:

- Content will be updated on weekly basis and scheduling of content from The Chamber. City will provide content on an as needed basis within its own events.
- Management of resources will be updated on a weekly basis.

Task 6: Local Event Promotions for City and Resource for Residents

Two events that The Chamber puts forth to promote and execute within the scope of the Discovernationalcity.org is the Local Restaurant Week and a Shop Local Initiative. Additional events, programs, and resources can be added with guidance from the Marketing and Tourism Committee. The Committee will also participate in the planning execution of the event.

Approach for the certification and promotion Local Restaurant Week:

- a. Schedule a week for event, The Chamber recommends summer 2022.
- b. Create parameter for the event for participating restaurants.
- c. Create and plan to get feedback from customers and participating restaurants to vote. Awards will be announced and awarded at the 2023 annual for the criteria selected by the Marketing and Tourism committee.
- d. Recruit local restaurants to participate that will offer specials during this time to the community and customers that match the parameters created by the Marketing and Tourism Committee.
- e. Create marketing plan and strategy to include:
 - a. Street Banners
 - b. Online marketing
 - c. Collateral for participating restaurants.
 - d. Partner with Chamber and local media partners to promote.
- f. Manage a social media campaign during the week with special videos, interviews, and news will be provided by the owners and local media.

Goals:

- Have over 50 participating restaurants in National City.
- Have over 2,000 confirmed participants in the restaurant week. This will be collected by confirming number of special orders made during the given period. These will be reported by the participating restaurants.

Timelines:

- Detailed event timeline will be created by the NCCC and the Marketing and Tourism Committee by end of March 2022 and will be reported to the Economic Development Committee in April 2022.

- Event will be scheduled, and all collateral will be created by May 2022.
- Promotions for the event will begin 8 weeks prior to the start date of the restaurant week.
- Data from the event will be compiled and reported one month after the events conclusion.

Event Sponsorships: See attached “See City of National Sponsorships 2022”

Assumptions

The following are assumptions under this Scope of Work:

1. The total investment stated at the end of this document reflects the budget for one year starting on the date of funding.
2. The funding for sponsorships is for the calendar year of 2022.
3. All prices listed in projected fees are in U.S. dollars and are payable in U.S. dollars

Fees & Expenses

The following are the fees for this Statement of Work:

| Task | Description | Duration/Times | Fee |
|-------------|--------------------------|-------------------------|-----------------|
| 1-10 | Economic Development | 3/1/2022-12/31/2022 | \$40,000 |
| Event | Sponsorship – SP Package | See “Event Sponsorship” | \$10,000 |
| | Total Grant | | \$50,000 |

Acceptance:

National City Chamber of Commerce

City of National City

By: _____

By: _____

Name: Chad Matkowski

Name: _____

Title: President/ CEO

Title: _____

Date: _____ Date: _____



NCCC PROPOSED Sponsorship Package for City of National City- YR 2022

Event: 112th Annual Installation Dinner

Date: March 11, 2022

The City of NC will provide:

- ❖ Corporate Sponsor-\$1,500

NCCC will honor following promotional benefits:

- Reserved table for 10
- Sponsor sign on your table
- Host VIP Guest
- Display banner in banquet room
- Recognition from Podium
- Logo & hyperlink on website
- Logo in Power Point display and program
- Introduce Award Recipient

Event: Annual Chamber Golf Tournament

Date: June 24, 2022

The City of NC will provide:

- ❖ Gold Sponsor- \$1000

- 1 Display Table
- Logo in marketing materials
- Logo in Program & Power Point
- One Table at one Golf Hole (optional)

NCCC will honor following promotional benefits:

Event: 9th Annual Career Pathways for Success Job Fair

Date: April 2022

The City of NC will provide:

- ❖ Equipment Sponsor- \$1,500

NCCC will honor following promotional benefits:

- Logo on PowerPoint
- Logo on Distribution materials to Job Seekers
- Live Acknowledgement
- 1 Employer Recruiting Table (includes breakfast & lunch for 2 reps)

Event: 65th Annual Salute to Navy Luncheon

Date: October 2022

The City of NC will provide:

- ❖ Lieutenant Sponsor- \$1,500

NCCC will honor following promotional benefits:

- Lunch for 3 guests + 3 sailors
- Banner on Stage
- Logo on Program & Power Point
- Live Acknowledgement

Event: I'm Ready Educational and Leadership Program

Date: TBD, 2022

The City of NC will provide:

Sponsorship at - \$1,500

- Booth at event to promote City programs
- Logo on all marketing outreach
- Stage mentions as sponsor
- Banner placement at event
- Logo in event program

Event: Business Resource Consultations - A session with local businesses to perform a technology assessment, energy assessment, and waste management assessment. Making recommendations for programs to assist their business, lower costs, and improve environmental practices.

Date: Throughout the year business consultations.

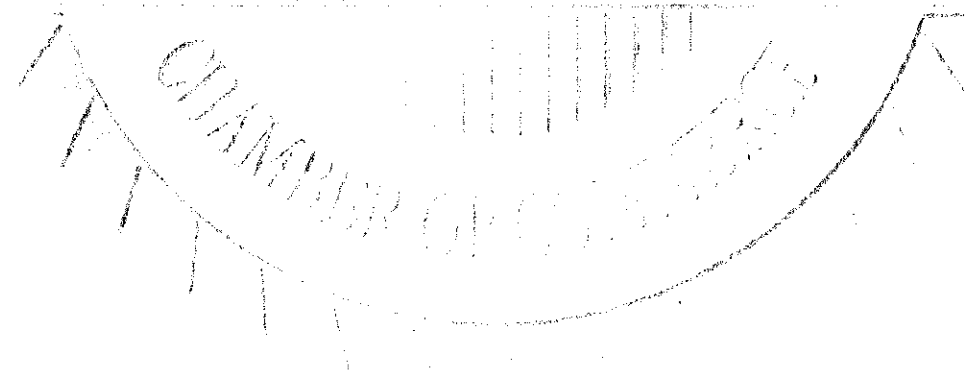
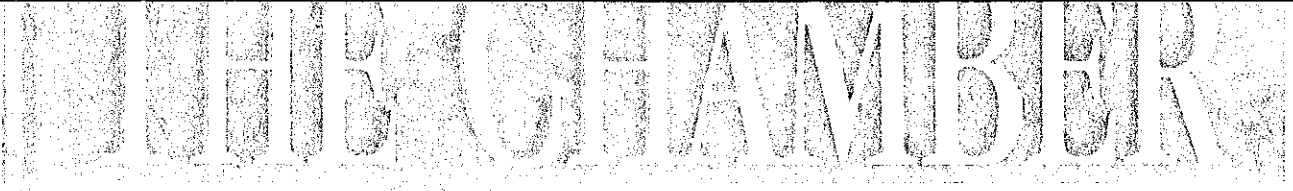
The City of NC will Provide: Sponsorship for \$3,000

TOTAL Annual Sponsorships: \$10,000

Approved By: _____ Date: _____

Please remit payment to:

National City Chamber of Commerce, 901 National City Blvd. NC 91950 (619) 477-9339





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2021

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.

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.

PRODUCER: Teague Insurance Agency, Inc.
CONTACT NAME: Cary Ryan
PHONE: (619) 668-2375
INSURER(S) AFFORDING COVERAGE: Employers Preferred Insurance
NAIC #: 10346

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 CERTIFICATION 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of subrogation applies to Worker's Compensation in favor of City of National City, when required by written contract or agreement, per attached form.

CERTIFICATE HOLDER: City of National City c/o Risk Manager
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Alex Holdren

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)


This endorsement, effective 12/29/2021 at 12:01 AM standard time, forms a part of
Policy No. EIG 2584771 04 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 00920

Issued to NATIONAL CITY CHAMBER OF COMME

Endorsement No.

Premium

Countersigned at _____ on _____

By: 

Authorized Representative