

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BURLINGAME AND TRUE NORTH COMPLIANCE
SERVICES, INC. FOR PLAN CHECK AND BUILDING INSPECTION SERVICES**

THIS AMENDMENT NO. 1 is by and between True North Compliance Services, Inc. ("Consultant"), engaged in plan check and building inspection services in Burlingame, and the City of Burlingame, a public body of the State of California ("City"), amending the Agreement between the parties dated December 7, 2021, hereinafter called the "Agreement."

RECITALS

WHEREAS, the Community Development Department – Building Division has received Building Permit Applications for major construction projects including 1868 Ogden Drive and 258 Anza Boulevard (Topgolf) that will necessitate engaging the services of the vendor to a greater degree than budgeted for Fiscal Year 2022-2023; and

WHEREAS, an amendment to the maximum amount to be expended under the terms of the current Professional Services Agreement with True North Compliance Services, Inc. is necessary.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Consultant shall provide the additional services requested by the City for major construction projects including 1868 Ogden Drive and 258 Anza Boulevard (Topgolf).
2. The additional cost shall not exceed \$800,000, to be invoiced as the work occurs, for a total compensation not to exceed \$1,100,000.00.
3. Except as expressly amended in this Amendment # 1, all other terms and conditions contained in the Agreement shall remain in full force and effect.

Amendment No. 1 to Agreement for Professional Services between True North Compliance Services, Inc. and the City of Burlingame

IN WITNESS WHEREOF, Consultant and City execute this Amendment No. 1 to the Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONSULTANT
TRUE NORTH COMPLIANCE SERVICES,
INC.
3939 Atlantic Ave, Suite 116
Long Beach, CA 92614

I *Lisa K. Goldman* _____
Lisa Goldman
City Manager

By: *Isam Hasenin* _____
Isam Hasenin
President

Date: 8/19/2022

Date: 8-19-22

Atte: *Meaghan Hassel-Sneaver* _____
Meaghan Hassel-Sneaver
City Clerk

Federal Employer ID Number: 84-4583205
License Number: _____
Expiration Date: N/A

Approved as to form:

Scott Spansail _____
Michael Guina
City Attorney

Attachments:
Exhibit A – Originally Executed Contract, Scope of Work and Certificate of Liability Insurance

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRUE NORTH COMPLIANCES SERVICES, INC. INCREASING THE CONTRACT AMOUNT BY \$800,000, FOR A TOTAL COMPENSATION OF \$1,100,000, TO COVER PLAN CHECK AND BUILDING INSPECTION SERVICES RELATED TO MULTIPLE DEVELOPMENTS

WHEREAS, on December 6, 2021, the City Council authorized the City Manager to execute a contract with True North Compliance Services, Inc. for plan check and building inspection services required by the Community Development Department – Building Division, in the amount of \$300,000; and

WHEREAS, the Community Development Department – Building Division has received Building Permit Applications for four major construction projects that will necessitate engaging the services of the vendor to a greater degree than budgeted for Fiscal Year 2022-2023, and therefore an amendment to the maximum amount to be expended under the terms of the current Professional Services Agreement with True North Compliance Services, Inc. is necessary; and

WHEREAS, all costs for plan check and permit fees are passed through to project proponents.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

1. The City Manager is authorized and directed to negotiate and execute an amendment to the Professional Services Agreement, in the form attached hereto, with True North Compliance Services, Inc. for plan check and inspection services, increasing the contracted amount by \$800,000 to a not-to-exceed budget of \$1,100,000.
2. The City Clerk is directed to attest to the signature of the City Manager upon execution of the Professional Services Agreement.

Ricardo Ortiz, Mayor

RESOLUTION NO. _____

I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing resolution was introduced at a regular meeting of the City Council, held on the 15th day of August, 2022 and as adopted thereafter by the following vote:

AYES: COUNCILMEMBERS:
NAYES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Meaghan Hassel-Shearer, City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BURLINGAME
AND TRUE NORTH COMPLIANCE SERVICES, INC.
IN THE AMOUNT OF \$300,000**

THIS AGREEMENT is by and between True North Compliance Services Inc, and the City of Burlingame, a public body of the State of California. Consultant and City agree:

1. **Services.** Consultant shall provide the Services set forth in Exhibit A, attached hereto and incorporated herein.
2. **Compensation.** Notwithstanding the expenditure by Consultant of time and materials in excess of said Maximum compensation amount, Consultant agrees to perform all of the Scope of Services in Exhibit A for the compensation defined in Exhibit B. Consultant shall submit invoices on a monthly basis. All bills submitted by Consultant shall contain sufficient information to determine whether the amount deemed due and payable is accurate. Bills shall include a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and the Consultant's signature.
3. **Term.** This Agreement commences on full execution hereof and terminates on June 30, 2024 with options to renew for two (2) additional one (1) year terms with the approval of the Chief Building Official. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence. Time extensions for delays beyond the Consultant's control, other than delays caused by the City, shall be requested in writing to the City's Contract Administrator prior to the expiration of the specified completion date.
4. **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement is the professional reputation and competence of Consultant. Neither this Agreement nor any interest herein may be assigned or subcontracted by Consultant without the prior written approval of City. It is expressly understood and agreed by both parties that Consultant is an independent contractor and not an employee of the City.
5. **Insurance.** Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof, acceptable to the City, the insurance coverages specified in Exhibit C, "City Insurance Requirements," attached hereto and incorporated herein by reference. Consultant shall demonstrate proof of required insurance coverage prior to the commencement of services required under this Agreement, by delivery of Certificates of Insurance to City.
6. **Indemnification.** Consultant shall indemnify, defend, and hold City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the negligence, recklessness or willful misconduct of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the Services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and

indemnify City shall be limited to that allowed pursuant to California Civil Code section 2782.8. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. **Termination and Abandonment.** This Agreement may be cancelled at any time by City for its convenience upon written notice to Consultant. In the event of such termination, Consultant shall be entitled to pro-rated compensation for authorized Services performed prior to the effective date of termination provided however that City may condition payment of such compensation upon Consultant's delivery to City of any or all materials described herein. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the Services described in this Agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement. Consultant shall be paid for the reasonable value of the authorized Services performed up to the time of Consultant's cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

8. **Ownership of Materials.** All documents, materials, and records of a finished nature, including but not limited to final plans, specifications, video or audio tapes, photographs, computer data, software, reports, maps, electronic files and films, and any final revisions, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All documents and materials of a preliminary nature, including but not limited to notes, sketches, preliminary plans, computations and other data, and any other material referenced in this Section, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright or trademark to work created pursuant to this Agreement. Consultant shall return all City property in Consultant's control or possession immediately upon termination.

9. **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of the City. Consultant warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. If a license or registration of any kind is required of Consultant, its employees, agents, or subcontractors by law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond shall be posted in accordance with all applicable laws and regulations.

10. **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its

compliance with the Political Reform Act (Government Code § 81000 et seq.) respecting this Agreement.

11. **Whole Agreement and Amendments.** This Agreement constitutes the entire understanding and Agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or any previous written or oral Agreements between the parties with respect to all or any part of the subject matter hereof. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement may be amended only by a written document, executed by both Consultant and the City Manager, and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend certain terms and conditions of this Agreement. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

12. **Capacity of Parties.** Each signatory and party hereto warrants and represents to the other party that it has all legal authority and capacity and direction from its principal to enter into this Agreement and that all necessary actions have been taken so as to enable it to enter into this Agreement.

13. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

14. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth in Exhibit A; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

15. **Miscellaneous.** Except to the extent that it provides a part of the definition of the term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction of interpretation of any provision hereof, nor taken as a correct or complete segregation of the several units of materials and labor.

Capitalized terms refer to the definition provide with its first usage in the Agreement.

When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.

The terms “shall”, “will”, “must” and “agree” are mandatory. The term “may” is permissive.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.

Where any party is obligated not to perform any act, such party is also obligated to restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

IN WITNESS WHEREOF, Consultant and City execute this Agreement.

CITY OF BURLINGAME
501 Primrose Road
Burlingame, CA 94010

CONSULTANT
Name True North Compliance Services, Inc.
Address 3939 Atlantic Ave, Suite 116, Long Beach, CA 90807

By: *Lisa K. Goldman*

Lisa Goldman
City Manager

By: *Isam Hasenin*

Name: Isam Hasenin
Title: President

Date: 12/7/2021

Date: 11/08/2021

Attest: *Meaghan Hassel-Shearer*

Meaghan Hassel-Shearer
City Clerk

Federal ID #: 84-4583205
License Number:
Expiration Date: N/A

Approved as to form:

Michael Guina

Michael Guina
City Attorney

Attachments:

Exhibit A Scope of Work

Exhibit B Fee Schedule

Exhibit C City Insurance Provisions

Exhibit A- Scope of Work

Plan Review Services

Plan Review: True North Compliance Services, Inc. will perform plan reviews to check plans for compliance with the California Building Codes as generally found in Title 24 Parts 2, 2.5, 3, 4, 5, 6, 8 and 12 including structural, fire/life safety, disabled access, and energy conservation requirements – as amended by City.

Comment Lists and Plans Delivery: Plan reviews result in typed lists of comments, which refer to specific details and drawings, and reference applicable code sections. True North Compliance Services, Inc. will transport plans comments to City contact person, via FAX, and/or reliable overland carrier. Overnight delivery is available at no extra cost. Depending on the City's preferred process, True North Compliance Services, Inc. will provide plan check comments and perform rechecks directly with (1) the City, or (2) the applicant/designer, returning approved documents to the City after the plan review process is completed.

Electronic Plan Review: True North Compliance Services is able to receive, process, plan review, markup and approval stamp plans electronically and return the electronic plans back to the City. More specifically:

1. We will adhere to the City's Electronic Plan Review guidelines and policies.
2. We are able to receive and route submittal documents utilizing cloud storage (Box, SharePoint, Drop Box, etc.) links or any other preferred method of the City.
3. Our staff will use Blue Beam to perform the review or other city-required platform.
4. We will provide redline mark ups on the plans with Blue Beam. Then transferring a marked-up image of the plans onto the plan review comments. This process will simplify the comments for the applicant resulting in less plan review iterations.
5. When the plan check and recheck processes are complete and the plans and corresponding documentation are deemed in full code compliance, we will sign and stamp the electronic plan set and corresponding documents.
6. Our entire team is equipped with latest technology (highspeed computers, multiple large monitors, latest version of Blue Beam, access to cloud storage, etc.) to easily perform plan reviews electronically.

Turn-Around Schedules: Plan reviews will generally be completed/returned to City within approximately ten (10) working days of the date the plans are received by True North Compliance Services, Inc. Other turnaround schedules will be accommodated at request of City. Large, unusually complex plan reviews may require up to a fifteen (15) day turnaround.

Technical Support: When mutually agreed between the City and True North Compliance Services, Inc. as vital to project success, True North Compliance Services, Inc. staff will attend pre-construction or pre-design meetings, field visits upon request, and provide support for field inspection personnel *on an as-needed basis*.

Inspection Services

True North Compliance Services, Inc. will provide building inspector(s) as requested by the City. The scope of inspection services to be provided will be defined below or as defined uniquely for each project or as determined by True North Compliance Services, Inc. and the City. Inspector(s) will report directly to the City Building Official or other person designated by the City for all project-related work.

In general, the inspection services to be provided may include, but are not limited to, field observation of all construction activity, preparation of daily reports, review of submittals and other duties as assigned.

Permit Issuance Services

True North Compliance Services, Inc. believes strongly in providing the highest possible customer service to each of our clients and to the general public we serve. True North Compliance Services, Inc. personnel are skilled and trained in assisting permit applicants in all facets of building department policies and procedures. Our staff will calculate and collect permit and inspection fees and issue permits on City forms. All permits will be issued in compliance with the City's adopted Building Codes in the time frame required by the City. True North Compliance Services, Inc. staff will be available to assist permit applications on all appropriate codes and regulations including flood zone requirements, hazardous materials disclosure reporting, contractor's licensing verification, worker's compensation insurance verification, etc. as needed by the City.

True North Compliance Services, Inc. staff will become familiar with the City's permit tracking software and any record keeping necessary for the permit process.

Exhibit B- Fee Schedule

True North Compliance Services is pleased to propose the following competitive fees for the services listed. Additional services not listed below may be negotiated.

Our pricing reflects our commitment to delivering highest quality responsive and timely service to the City of Burlingame. These include:

- Reduced plan review turnaround times
- Ability to expedite plan review at the request of the City Building Official.
- Implementation of established electronic plan review processes
- Highly qualified staff compensated commensurate with their duties and responsibilities

Plan Review Fees

Full Plan Review Completed at TNCS Offices	70% of the City's plan review fee
Miscellaneous and Structural Only Review Completed at TNCS Offices*	45% of the City's plan review fee
Full Plan Review for Projects valued over \$10M**	45% of the City's plan review fee

*Plumbing/mechanical/electrical-only and unreinforced masonry

**For large high valuation projects, the City reserves the right to negotiate the Plan Review Fee with True North Compliance.

- Our Plan Review Fee covers the initial plan review and all subsequent review cycles until final approval of the project.
- Expedited Plan Review Service will be an additional 25% of the fees above.
- Revisions/Deferred Submittals/RFIs will be charged using the hourly rate table below.
- Fees for problem plan checks that require more than a quick third check to approve the project, when mutually agreed between the Chief Building Official and True North Compliance Services, Inc., will be based on the current True North Compliance Services, Inc. hourly rate schedule.
- Rechecks of projects that were reviewed by others will be based on the current True North Compliance Services, Inc. hourly rate schedule.

Inspection Services

Building Inspection Services will be provided at \$90.00 per hour per inspector, including miscellaneous charges as specified by the current True North Compliance Services, Inc. Schedule of Charges (below) or other fixed fee method as mutually agreeable between the City and True North Compliance Services, Inc.

Permit Issuance Services

Permit Issuance Services will be provided at \$60.00 per hour in accordance with the current Fee Schedule.

Additional Services: The following hourly rate table applies to additional services included in our Scope of Services that may be required by the City of Burlingame.

Hourly Rates for Additional Services

Position	Hourly Rate
Plan Review Engineer	\$110.00
Senior Plan Review Engineer	\$135.00
Licensed Structural Engineer	\$140.00
Certified Plans Examiner	\$105.00
Senior Certified Plans Examiner	\$120.00
Building/Housing Inspector I	\$85.00
Building/Housing Inspector II	\$90.00
Senior Building/Housing Inspector	\$95.00
CASp Plan Reviewer/Inspector	\$110.00
Grading/Public Improvements Plan Review Engineer	\$125.00
Fire Plan Reviewer/Inspector	\$115.00
Interim Certified Building Official	\$155.00
Planner	\$135.00
Senior Planner	\$145.00
Permit Technician I	\$60.00
Permit Technician II	\$70.00
Administrative Assistant	\$55.00

*Overtime, weekend or holiday rates will be an additional 30% of the hourly rates shown above

*Rates are valid from July 1, 2021 to June 30, 2024. True North Compliance Services, Inc.

Miscellaneous Charges

Description	Billing Rate*
Personal Vehicle, per mile	\$.55 or current IRS rate

Exhibit C- City Insurance Provisions



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X


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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSJ0132078209	6/20/2021	6/20/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSJ0132078209	6/20/2021	6/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PSJ0132078209	6/20/2021	6/20/2022	E&O (each claim) 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECTS TO GENERAL & AUTO LIABILITY INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT, SUBJECT TO POLICY TERMS AND CONDITIONS, AND ATTACHED FORMS. WAIVER OF SUBROGATION APPLIES PER ATTACHED FORM(S).

CERTIFICATE HOLDER

CANCELLATION

City of Burlingame 501 Primrose Road Burlingame, CA 94010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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- 16.the reasons why you believe that this incident could give rise to a claim under this Policy;
- 17.the identity of the potential claimant; and
- 18.an indication as to the size of the claim that could result from this incident.

In respect of INSURING CLAUSE 2, if you discover a cyber event you may only incur costs without our prior written consent within the first 72 hours following the discovery and any third party costs incurred must be with a company forming part of the approved claims panel providers. All other costs may only be incurred with the prior written consent of the claims managers (which will not be unreasonably withheld).

2 Additional Insureds

We will indemnify any third party as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a claim arising solely out of an act committed by you, provided that:

- E you contracted in writing to indemnify the third party for the claim prior to it first being made against them; and
- F had the claim been made against you, then you would be entitled to indemnity under this Policy.

Before we indemnify any additional insured they must:

- 1. prove to us that the claim arose solely out of an act committed by you; and
- 2. fully comply with CONDITION 1 as if they were you.

Where we indemnify a third party as an additional insured under this Policy, this Policy will be primary and non-contributory to the third party's own insurance, but only if you and the third party have entered into a contract that contains a provision requiring this.

Where a third party is treated as an additional insured as a result of this Condition, any claim made by that third party against you will be treated by us as if they were a third party and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in your name the investigation, settlement or defense of any claim. We will not have any duty to pay costs and expenses for any part of a claim that is not covered by this Policy.

You may ask the claims managers to consider appointing your own lawyer to defend the claim on your behalf and the claims managers may grant your request if they consider your lawyer is suitably qualified by experience, taking into account the subject matter of the claim, and the cost to provide a defense.



3. then to you as recovery of your deductible.

d. Prior subsidiaries

Should an entity cease to be a subsidiary after the inception date, cover in respect of the entity will continue as if it was still a subsidiary during the period of the policy, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a subsidiary.

e. Process for paying privacy breach notification costs

Any privacy breach notification transmitted by you or on your behalf must be done with our prior written consent. We will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with our prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs you incur under INSURING CLAUSE 2 (SECTION C only) that exceed the costs that you would have incurred had you gained our prior written consent. In the absence of our prior written consent we will only be liable to pay you the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

19 **Waive of subrogation**

Notwithstanding CONDITION 16, we agree to waive our rights of recovery against any third party if, prior to the claim or incident which you reasonably expected to give rise to a claim, you entered into a contract that contains a provision requiring you to do this.

20. Choice of law, jurisdiction and service of suit

In the event of a dispute between you and us regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. We agree, at your request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

It is further agreed that service of process in such suit may be made upon the representative stated in the Declarations page and that in any suit instituted against us, we will abide by the final decision of such court or of any appellate court in the event of an appeal. The representative stated in the Declarations page is authorized and directed to accept service of



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-22-2021

GROUP:
POLICY NUMBER: **9304419-2021**
CERTIFICATE ID: **5**
CERTIFICATE EXPIRES: **08-27-2022**
08-27-2021/08-27-2022

**CITY OF BURLINGAME
501 PRIMROSE RD
BURLINGAME CA 94010-3906**

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2021-11-22 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF BURLINGAME

EMPLOYER

**TRUE NORTH COMPLIANCE SERVICES INC (A CORP)
3939 ATLANTIC AVE STE 116
LONG BEACH CA 90807**

[FYA,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-22-2021

GROUP:
POLICY NUMBER: **9304419-2021**
CERTIFICATE ID: **5**
CERTIFICATE EXPIRES: **08-27-2022**
08-27-2021/08-27-2022

**CITY OF BURLINGAME
501 PRIMROSE RD
BURLINGAME CA 94010-3906**

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2021-11-22 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF BURLINGAME

EMPLOYER

**TRUE NORTH COMPLIANCE SERVICES INC (A CORP)
3939 ATLANTIC AVE STE 116
LONG BEACH CA 90807**

[FYA,CN]

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00	
Sample Rate:	13.30%	

Regular Premium equals:	\$ 665.00	
Surcharge:	3.00%	

Additional Waiver charge:	\$ 19.95	
Total premium equals	\$ 684.95	(665.00 + 19.95)