

**FIRST AMENDMENT TO AGREEMENT  
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND USI INSURANCE SERVICES NATIONAL, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and USI Insurance Services LLC, a Delaware limited liability company ("Consultant").

WHEREAS, on November 6, 2018, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on October 15, 2019, the parties entered into a Consent to Assignment whereby Consultant assigned the Agreement to USI Insurance Services LLC; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:


1. Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which provides that Consultant shall perform insurance brokerage services for the Life Insurance, Accidental Death and Disability ("AD&D"), Long-Term Disability ("LTD") and Employee Assistance ("EA") plans. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to provide Consultant compensation for the Life Insurance, AD&D, LTD and EA plans. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

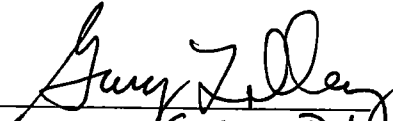


IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 15<sup>th</sup> day of October, 2019.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

USI INSURANCE SERVICES LLC,  
a Delaware limited liability company

  
\_\_\_\_\_  
William C. Brand, Mayor

By:   
Name: GARY L. Deldrey  
Title: Senior Vice President

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Eleanor Manzano, City Clerk

  
\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael W. Webb, City Attorney



## EXHIBIT "A-1"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONSULTANT'S DUTIES

Consultant shall perform the insurance brokerage services described herein for the City's plans as follows.

- Dental PPO and HMO Plan
- Life Insurance Plan
- AD&D Plan
- LTD Plan
- EA Plan ("EAP")

#### A. General Services

1. Provide renewal services.
  - a. Provide resolution of aggregate factors, including without limitation trend and expense.
  - b. Recommend Plan design refinements.
  - c. Allocate rates for each division.
  - d. Provide ongoing meetings.
  - e. Negotiate renewal rates.
2. Service the following areas.
  - a. Provide claims utilization analysis, claim experience updates, general servicing support, problem resolution, and strategic consulting.
  - b. Review and interpret contracts post placement and any regulations.
  - c. Participate in conference calls, and assist with general benefit communications.
3. Deliver the following materials to the City.
  - a. Financial analysis comparing premiums to claims reports in aggregate.
  - b. Utilization analysis.
  - c. Plan design issues.
  - d. Vendor implementation support.
  - e. Networks and provider management.
  - f. Service problems and support.
  - g. Vendor communications, including summary plan descriptions and contract language.
  - h. Benchmarking of costs and contributions.
  - i. Communication content support.

#### B. On Call Duties

Upon City's request, provide the following duties.

1. Meet with the City to assist in the management of City's employee benefits plans and program (collectively "Plans and Programs").



2. Assist in the design, implementation and administration of new and existing Plans and Programs.
3. Ensure compliance of Plans and Programs. Communicate to the City proposed and actual changes in any laws and regulations that may affect the Plans and Programs.
4. Recommend procedures and/or policies to meet federal and state regulations.
5. Provide research and responses to questions by City staff.
6. Provide general guidance on items, including without limitation, trends in benefit plans, and methods for improving cost containment and administration.
7. Assist in the development and preparation of employee communication materials.
8. Conduct training of City staff on all aspects of the Plans and Programs.
9. Provide support for the rollout of new Plans and Programs.

C. Evaluation and Analysis

1. Review and make recommendations to the City to add value added services to the Plans and Programs, including but not limited to, modifications to orthodontia benefits and an additional x-ray at no charge.
2. At designated intervals, evaluate and report the performance of plan providers to Delta Dental in accordance with all applicable laws.
3. Review and prepare an analysis of all reports submitted by plan providers, including without limitation, claims utilization analysis. Recommend modifications to improve the Plans and Programs.
4. Upon City's request, provide comparison reports of other employers' Plans and Programs to determine competitiveness.
5. Maintain full and accurate records with respect to all matters and services provided to City's Plans and Programs. Upon City's request, provide all spreadsheets, assumptions, and calculations, which shall include comparing rates from a different provider.

D. Coordination of the Request for Proposal ("RFP") Process and Contract Administration

1. Develop RFPs and associated cost estimates in accordance with the City's policies. Manage the RFP process and prepare a comprehensive report of the proposals received. Evaluate the proposals and recommend proposals for further analysis and review. Develop responses to protests from the RFP process. Make presentations regarding the RFP recommendations to City designated staff.



2. Coordinate RFPs for all Plans and Programs.
3. Recommend items to negotiate with benefit plan providers, including but not limited to, plan design, cost (rates), and quality of services.
4. Assist in developing and implementing agreements with selected health and welfare providers, and third-party administrators ("TPA") in accordance with City's schedule and requirements.
5. Review and analyze all benefit plan provider agreements to ensure compliance with all applicable laws, regulations, and City's requirements.
6. Assist with the development, negotiation and implementation of performance standards and guarantees with City's benefit plan providers.
7. Negotiate with health and welfare providers on issues, including but not limited to, premium rates, benefit levels, performance standards and guarantees, agreement terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data.

E. Additional Services

1. Recommend appropriate premium rates and reserves to maintain the viability of the Plans and Programs.
2. Ensure the Plans and Programs provide quality and cost-effective benefits.
3. Provide actuarial costing of legislative proposals for mandated benefit Plans and Programs.
4. Assist the City in ensuring the Plans and Programs comply with any laws and regulations, including providing analysis and application of the laws and regulations.
5. Provide on-site training programs about legislation updates and best practice seminars.

F. Brokerage Intermediaries

Consultant may utilize the services of other intermediaries, including wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of the insurance coverages.



**EXHIBIT "C-1"**  
**COMPENSATION**

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

- A. **AMOUNT.** Consultant shall be paid commissions for placing and servicing the City's plans as follows.

<b>Plan</b>	<b>Commission Percentage</b>
Dental PPO Plan	3% of the premium paid by Delta Dental
Dental HMO Plan	5% of the premium paid by Delta Dental
Life Insurance Plan	10% of the premium paid by the Standard Insurance Company
AD&D Plan	10% of the premium paid by the Standard Insurance Company
LTD Plan	10% of the premium paid by the Standard Insurance Company
EAP	0% of the premium

In the event Consultant utilizes an affiliated intermediary broker for services described in Section F of Exhibit "A-1", the broker's compensation shall be paid out of the insurers paid premiums. Consultant shall disclose the compensation paid to Consultant's affiliates prior to Consultant binding any coverages on the City's behalf.

- B. **METHOD OF PAYMENT.** Consultant shall be paid a commission in accordance with Section A of this Exhibit "C-1".
- C. **SCHEDULE FOR PAYMENT.** Consultant shall be paid quarterly by Delta Dental and the Standard Insurance Company.
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: USI Insurance Services National, Inc.  
21250 Hawthorne Blvd., Suite 600  
Torrance, CA 90503  
Attn: Gary L. Delaney, CEBS Senior Vice President, Employee Benefits

City: City of Redondo Beach  
Human Resources Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Diane Strickfaden, Director of Human Resources

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail.



Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



**CONSENT TO ASSIGNMENT OF THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND USI INSURANCE SERVICES NATIONAL, INC.**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), USI Insurance Services National, Inc., a North Carolina corporation ("Assignor"), and USI Insurance Services LLC, a Delaware limited liability company ("Assignee").

WHEREAS, on December 4, 2018, Assignor filed a Certificate of Merger of Foreign Corporation into Domestic Limited Liability Company whereby the surviving limited liability Company is Assignee; and

WHEREAS, the merger was effective on January 1, 2019 and as part of the merger, Assignor transferred its assets and liabilities, including the Agreement to Assignee; and

WHEREAS, for the purpose of this Consent, Assignor shall have the authority to assign this Agreement to assignee; and

WHEREAS, pursuant to Section 18 of the Agreement, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

WHEREAS, under the Agreement, Assignor shall obtain City's consent for the assignment of the Agreement; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. City consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on City or otherwise affect any of the rights of City under the Agreement.
2. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
3. Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.





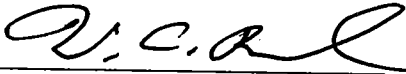
4. City shall remit payments relating to Assignor services and/or products and services covered under the Agreement to Assignee.
5. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
6. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
7. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
8. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
9. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
10. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
11. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE



IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 15<sup>th</sup> day of October, 2019.

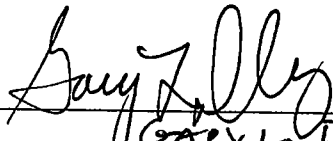
CITY OF REDONDO BEACH,  
a chartered municipal corporation

  
William C. Brand, Mayor

ASSIGNOR  
USI INSURANCE SERVICES NATIONAL, INC.  
a North Carolina corporation

ASSIGNEE  
USI INSURANCE SERVICES LLC  
a Delaware limited liability company

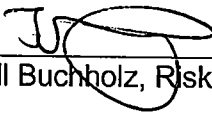
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: GARY L. Delaney  
Title: SENIOR Vice President

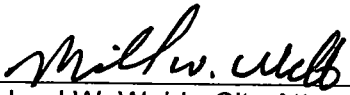
ATTEST:

APPROVED:

  
Eleanor Manzano, City Clerk

  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
Michael W. Webb, City Attorney



**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND USI INSURANCE SERVICES NATIONAL, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and USI Insurance Services National, Inc., a North Carolina Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

\* \* \* \* \*

**GENERAL PROVISIONS**

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
  
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  
  - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City



shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

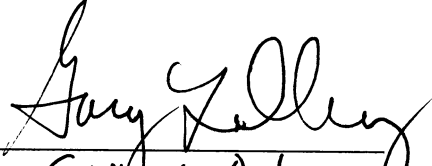
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 6<sup>th</sup> day of November, 2018.

CITY OF REDONDO BEACH

USI INSURANCE SERVICES NATIONAL, INC.



William C. Brand, Mayor



By:

Name: GARY L. DELANEY

Title: SENIOR VICE PRESIDENT

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### CONSULTANT'S DUTIES

Consultant shall perform the following insurance broker services for the City's Dental PPO and HMO plans.

##### A. General Services

1. Provide renewal services.
  - a. Provide resolution of aggregate factors, including without limitation trend and expense.
  - b. Recommend Plan design refinements.
  - c. Allocate rates for each division.
  - d. Provide ongoing meetings.
  - e. Negotiate renewal rates.
2. Service the following areas.
  - a. Provide claims utilization analysis, claim experience updates, general servicing support, problem resolution, and strategic consulting.
  - b. Review and interpret contracts post placement and any regulations.
  - c. Participate in conference calls, and assist with general benefit communications.
3. Deliver the following materials to the City.
  - a. Financial analysis comparing premiums to claims reports in aggregate.
  - b. Utilization analysis.
  - c. Plan design issues.
  - d. Vendor implementation support.
  - e. Networks and provider management.
  - f. Service problems and support.
  - g. Vendor communications, including summary plan descriptions and contract language.
  - h. Benchmarking of costs and contributions.
  - i. Communication content support.

##### B. On Call Duties

Upon City's request, provide the following duties.

1. Meet with the City to assist in the management of City's employee benefits plans and program (collectively "Plans and Programs").

2. Assist in the design, implementation and administration of new and existing Plans and Programs.
3. Ensure compliance of Plans and Programs. Communicate to the City proposed and actual changes in any laws and regulations that may affect the Plans and Programs.
4. Recommend procedures and/or policies to meet federal and state regulations.
5. Provide research and responses to questions by City staff.
6. Provide general guidance on items, including without limitation, trends in benefit plans, and methods for improving cost containment and administration.
7. Assist in the development and preparation of employee communication materials.
8. Conduct training of City staff on all aspects of the Plans and Programs.
9. Provide support for the rollout of new Plans and Programs.

C. Evaluation and Analysis

1. Review and make recommendations to the City to add value added services to the Plans and Programs, including but not limited to, modifications to orthodontia benefits and an additional x-ray at no charge.
2. At designated intervals, evaluate and report the performance of plan providers to Delta Dental in accordance with all applicable laws.
3. Review and prepare an analysis of all reports submitted by plan providers, including without limitation, claims utilization analysis. Recommend modifications to improve the Plans and Programs.
4. Upon City's request, provide comparison reports of other employers' Plans and Programs to determine competitiveness.
5. Maintain full and accurate records with respect to all matters and services provided to City's Plans and Programs. Upon City's request, provide all spreadsheets, assumptions, and calculations, which shall include comparing rates from a different provider.

D. Coordination of the Request for Proposal (“RFP”) Process and Contract Administration

1. Develop RFPs and associated cost estimates in accordance with the City’s policies. Manage the RFP process and prepare a comprehensive report of the proposals received. Evaluate the proposals and recommend proposals for further analysis and review. Develop responses to protests from the RFP process. Make presentations regarding the RFP recommendations to City designated staff.
2. Coordinate RFPs for all Plans and Programs.
3. Recommend items to negotiate with benefit plan providers including, but not limited to, plan design, cost (rates), and quality of services.
4. Assist in developing and implementing agreements with selected health and welfare providers, and third-party administrators (“TPA”) in accordance with City’s schedule and requirements.
5. Review and analyze all benefit plan provider agreements to ensure compliance with all applicable laws, regulations, and City’s requirements.
6. Assist with the development, negotiation and implementation of performance standards and guarantees with City’s benefit plan providers.
7. Negotiate with health and welfare providers on issues, including but not limited to, premium rates, benefit levels, performance standards and guarantees, agreement terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data.

E. Additional Services

1. Recommend appropriate premium rates and reserves to maintain the viability of the Plans and Programs.
2. Ensure the Plans and Programs provide quality and cost-effective benefits.
3. Provide actuarial costing of legislative proposals for mandated benefit Plans and Programs.

4. Assist the City in ensuring the Plans and Programs comply with any laws and regulations, including providing analysis and application of the laws and regulations.
5. Provide on-site training programs about legislation updates and best practice seminars.

F. Brokerage Intermediaries

Consultant may utilize the services of other intermediaries, including wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of the insurance coverages.

## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** This Agreement shall commence on November 6, 2018 and shall continue until December 31, 2021, unless otherwise terminated as herein provided.

## EXHIBIT "C"

### COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

A. **AMOUNT.** Consultant shall be paid commissions by Delta Dental for placing and servicing the City's insurance.

1. Dental PPO: 3% of the premium paid by the City for the insurance policy.
2. Dental HMO: 5% of the premium paid by the City for the insurance policy

In the event Consultant utilizes an affiliated intermediary broker for services described in Section F of Exhibit "A", the broker's compensation shall be paid out of the insurers paid premiums. Consultant shall disclose the compensation paid to Consultant's affiliates prior to Consultant binding any coverages on the City's behalf.

B. **METHOD OF PAYMENT.** Consultant shall be paid a commission by Delta Dental, as described in Section A of this Exhibit "C".

C. **SCHEDULE FOR PAYMENT.** Consultant shall be paid quarterly by Delta Dental.

D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant. USI Insurance Services National, Inc.  
21250 Hawthorne Blvd., Suite 600  
Torrance, CA 90503  
Attn: Gary L. Delaney, CEBS Senior Vice President, Employee Benefits

City. City of Redondo Beach  
Human Resources Department  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Diane Strickfaden, Director of Human Resources

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail.



Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS (GENERAL)

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. USI shall solely be responsible for any and all deductibles or retentions on the insurance coverages required under this Agreement.



## Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.



### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded.

### Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

