

FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND FISCHER COMPLIANCE, LLC

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 Fischer Compliance, LLC, a California limited liability company ("Contractor" or "Consultant").

WHEREAS, on May 2, 2023, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement to add services, extend the term of the Agreement, and increase the total compensation limit.

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. **PROJECT DESCRIPTION AND SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which expands the scope of services to include technical assistance, regulatory guidance, Sewer System Management Plan ("SSMP") auditing, condition assessment program support, spill response planning and reporting, and staff training. Consultant shall continue to support the City in updating the SSMP and related documents, performing compliance audits, preparing documentation and assisting with regulatory alignment to meet State Water Resources Control Board's Order No. WQ 2022-0103-DWQ ("Order No. WQ 2022-0103-DWQ"), as further described in Exhibit "A-1".
2. **TERM AND TIME OF COMPLETION.** Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement term to July 15, 2029. Exhibit "B-1" is attached hereto and incorporated by this reference. Consultant shall commence and complete all services described in Exhibit "A" as amended by Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
3. **COMPENSATION.** Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$85,000 for a total compensation limit of \$110,000. Exhibit "C-1" is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibit "A" of the Agreement, as amended by Exhibit "A-1".
4. **INSURANCE.** Exhibit "D" of the Agreement is hereby amended to add Exhibit "D-1", which raises the general liability coverage from \$1,000,000 to \$2,000,000. Exhibit "D-1" is attached hereto and incorporated by this reference. Consultant shall comply with the requirements set forth in Exhibit "D-1".

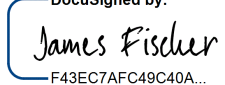
5. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject 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 15th day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

FISCHER COMPLIANCE, LLC,
a California limited liability company

DocuSigned by:

F43EC7AFC49C40A...
By: _____
Name: James Fischer
Title: owner

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT “A-1”

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT’S DUTIES

Consultant shall continue to perform all services set forth in Exhibit “A” of the Agreement and provide expanded technical assistance to support the City’s compliance with Order No. WQ 2022-0103-DWQ. This includes assisting City staff in updating the SSMP and the Spill Emergency Response Plan (“SERP”), addressing regulatory gaps, and incorporating best practices.

Additionally, Consultant shall support the comprehensive SSMP update and provide technical guidance to ensure alignment with the updated Waste Discharge Requirements under the Sanitary Sewer Systems General Order, dated December 6, 2022. All services shall be performed in close coordination with City staff and ensure that the City’s sanitary sewer system remains fully compliant with all applicable regulatory requirements.

A. Tasks. Consultant shall provide technical assistance, regulatory guidance, and implementation support, with an emphasis on aligning all SSMP elements with current statewide Waste Discharge Requirements (“WDRs”), specifically the requirements outlined in Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements) of the Order as set forth herein.

1. Task 8B – SSMP Audit

Finalize the City SSMP Audit per Order No. 2022-0103-DWQ. Prepare a comprehensive audit report summarizing all findings and recommendations. Audit report should highlight recommendations for the SSMP update.

2. Task 9 – Update City’s SSMP Master Template

Consultant shall assist the City with its 2025/2026 SSMP update to ensure full compliance with Order No. WQ 2022-0103-DWQ, including but not limited to Specifications 5.5 (Six-Year Plan Update Requirements) and Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements) of the Order, as directed and authorized via email by the City. Consultant shall prepare and facilitate a SSMP intake meeting, review and evaluate existing SSMP elements, and prepare a draft and final SSMP Update template Report for City review and approval.

Consultant shall further support the City in meeting the applicable WDRs, minimizing the occurrence of Sanitary Sewer Overflows (“SSOs”), and ensuring the effective operation, maintenance, and long-term capacity of the City’s sanitary sewer collection system. All work shall comply with applicable regulatory requirements and industry best practices.

Consultant shall also support the preparation and review of compliance documentation, including annual audits, and assist in the review of the City's Wastewater Fee Study, as requested by the City. Consultant shall perform all services in accordance with the scope, schedule, and direction provided by the City, subject to City's written authorization.

3. Task 10 – Condition Assessment Program Support

Consultant shall assist the City with improving its existing condition assessment program to meet or exceed the requirements of Order No. 2022-0103-DWQ, Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements). Consultant shall perform data review, online and onsite meetings, and develop a Condition Assessment Recommendations Report reflecting best practices and regulatory alignment.

4. Task 11 – Training

Consultant shall provide City staff with online and onsite training consistent with the requirements of Order No. 2022-0103-DWQ, Attachment D (System Evaluation, Capacity Assurance, and Capital Improvements). Training topics shall include spill emergency response procedures, emergency practice drills, spill volume estimation techniques, and electronic California Integrated Water Quality System ("CIWQS") spill reporting. Consultant shall issue compliant training certificates for submission to the California Water Environment Association ("CWEA") for contact hour recognition.

EXHIBIT “B-1”

TERM AND TIME OF COMPLETION

The term of this Agreement shall be extended to July 15, 2029 (“Term”), unless otherwise terminated as herein provided. Consultant shall complete all duties in accordance with the City designated schedule, which may be modified by the City in its sole discretion.

EXHIBIT "C-1"

COMPENSATION

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

- I. **AMOUNT** Consultant shall be compensated pursuant to the hourly rate schedule set forth below, which includes all fully burdened rates and encompasses all associated expenses.

STAFF TITLE	HOURLY RATE
Principal Engineer, Subject Matter Expert (SME)	\$260
SSMP Management Partner SME	\$240
Sewer Collection System SME	\$220
Administrative	\$120

However, in no event shall Consultant's total compensation for each task listed below, including expenses, materials, labor, shipping and taxes, exceed the individual task amounts specified below for a total not to exceed amount of \$110,000 under the Agreement and any amendments hereto.

TASK DESCRIPTION	TOTAL COST
The Agreement Tasks 1 through 8	\$25,000
Task 8B	\$10,000
Task 9	\$50,000
Task 10	\$15,000
Task 11	\$10,000
TOTAL	\$110,000

- II. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.

- A. Task number.
- B. All personnel who performed work on the Task.
- C. Description of the work performed.
- D. Number of hours worked.
- E. Hourly rate.
- F. All city approved and documented subcontractor invoices.
- G. If applicable, expenses incurred.

Invoices must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to the city. Invoices must attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request. If no work is performed in a given month, no invoice is required.

Within the approved amount of each approved Task, and with the written approval of the City, a portion of the amount from the task may be reallocated to another task, provided the total amount paid does not exceed \$110,000 under the Agreement and any amendments hereto. .

- III. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days after receipt of Consultant's monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by email or registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Fischer Compliance, LLC
3230 Arena Blvd, Suite 245
Sacramento, California 95834
Attn: James Fischer, P.E. (Principal)
Email: Jim@fischercompliance.com

City City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Lauren Sablan, City Engineer
Email: Lauren.Sablan@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received on the second business day after emailing and the third business 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-1”

INSURANCE REQUIREMENTS FOR CONSULTANTS

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: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

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.

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 shall 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 shall 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 shall 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 shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Freidin INB Insurance Services 985 University Avenue Suite 37 Los Gatos CA 95032	CONTACT NAME: Adam Freidin PHONE (A/C, No, Ext): 408-395-7900 FAX (A/C, No): 408-395-3711 E-MAIL ADDRESS: adam@freidinib.com
License#: 0M15648 FISCCOM-01	INSURER(S) AFFORDING COVERAGE INSURER A : Berkshire Hathaway Direct Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Fischer Compliance LLC 2701 Del Paso Rd Ste 130 Ms360 Sacramento CA 95835	NAIC # 10391

COVERAGES**CERTIFICATE NUMBER:** 660530569**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N9BP379986	2/19/2025	2/19/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> 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			N9BP379986	2/19/2025	2/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input checked="" type="checkbox"/> OTH-ER NO EMPLOYEES E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			N9PL387669	2/19/2025	2/19/2026	Occ Agg 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day notice of cancellation.

District, its directors, officers, and employees named additional insureds

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named additional insured.

The policy is Primary with written contact

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
415 Diamond St
Redondo Beach CA 90277

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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POLOICY NUMBER: N9BP379986

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:
GENERAL LIABILITY COVERAGE

AUTOMOBILE LIABILITY COVERAGE

SCHEDULED PERSONS OR ORGANIZATIONS

ALL ENTITIES (required by contract) their officers, directors and employees

A. The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions** of **SECTION IV – BUSINESS AUTO CONDITIONS AND GENERAL LIABILITY CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.