

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND FOSTER & FOSTER CONSULTING ACTUARIES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Foster & Foster Consulting Actuaries, Inc., a Florida 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".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Cybersecurity Requirements. Consultant shall comply with the cybersecurity requirements as outlined in Exhibit "E".

\* \* \* \* \*

**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. Unless otherwise provided herein, 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. Cybersecurity. Consultant shall comply with the cybersecurity requirements set forth in Exhibit "E".
17. 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.
18. 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, and employment laws.
19. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
20. 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.

21. 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.
22. 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.
23. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
24. 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.
25. 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.
26. 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.
27. Time of Essence. Time is of the essence of this Agreement.

28. 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.
29. 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."
30. 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.
31. 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.
32. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 810 *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.
33. 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.
34. 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.
35. 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.

36. 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.
37. 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 14<sup>th</sup> day of April, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

FOSTER & FOSTER CONSULTING  
ACTUARIES, INC., a Florida corporation

\_\_\_\_\_  
James A. Light, Mayor

Signed by:  
*Drew Ballard*  
D61502F25993484...  
By: \_\_\_\_\_  
Name: Drew Ballard  
Title: Senior Consulting Actuary  
4/2/2026 | 9:30 AM PDT

ATTEST:

APPROVED:

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

Signed by:  
*Diane Strickfaden*  
ABED8CF35EEF48C...  
Diane Strickfaden, Risk Manager  
4/2/2026 | 10:38 AM PDT

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney

## EXHIBIT "A"

### PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

#### I. CONSULTANT'S DUTIES

Consultant shall perform the following duties:

- A. Perform a full consulting actuarial valuation report of the City's Other Post-Employment Benefits ("OPEB") retiree healthcare plan ("Plan") for June 30, 2025.

The valuation report shall include:

1. The Plan's funding status as of June 30, 2025;
  2. Actuarially determined contributions ("ADC") for fiscal years 2026/27 and 2027/28;
  3. The basis for GASB 75 accounting information for fiscal years 2025/26 and 2026/27;
  4. Review of funding and GASB 75 valuation reports;
  5. Discussion of City's funding policy and projected contributions;
  6. Historical valuation results, asset and demographic information;
  7. Results provided separately by Tier 1 / Tier 2, Safety / Miscellaneous, cash / implied subsidy and medical / life insurance groups;
  8. Gain and loss analysis with changes in the Actuarial Accrued Liability since the June 30, 2023 actuarial valuation;
  9. Ten-year projection of City contributions and benefit payments;
  10. Detailed participant statistics, including summary of the Plan and coverage elections.
- B. Provide GASB 75 accounting information for fiscal years 2025/26 and 2026/27 in two separate reports. Each GASB 75 report shall include all actuarial information required under GASB 75, including notes, required supplementary information ("RSI"), supporting exhibits, calculations, and journal entries.
- C. Provide the funding valuation report with actuarial certification, and prepare the California Employers' Retiree Benefit Trust ("CERBT") valuation packet required by CalPERS.
- D. Meet with the City and its auditors if requested by the City, via video conference to review the Plan provisions, census data, actuarial methods and assumptions, and valuation results of each report.
- E. Request and utilize additional data as reasonably necessary based on Consultant's review of the Plan design.

- F. Not retain any files containing Social Security numbers. If such data is received, delete such files and request revised files.
- G. Complete the June 30, 2025 actuarial valuation within eight to ten weeks after receipt of the information described in Section II of this Exhibit "A"; provided, however, the City has replied to Consultant's questions after its initial review of the data provided.
- H. Complete FY2025/26 GASB 75 report by September 2026; based on the June 30, 2025 valuation, provided the City has submitted year-end information.
- I. Complete FY2026/27 GASB 75 report by September 2027; based on the June 30, 2025 actuarial valuation rolled forward to June 30, 2026 measurement date, provided the City has submitted year-end information.
- J. **Data Security and Privacy Compliance**
  - 1. Implement and maintain robust data security measures to protect sensitive and personal data received during the course of this project. These measures shall comply with industry best practices and applicable laws and regulations.
  - 2. Ensure full compliance with all relevant data protection laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), General Data Protection Regulation ("GDPR"), and any local privacy laws applicable to the handling of employee data.
  - 3. In the event of a data breach or unauthorized access to sensitive data, Consultant shall promptly notify the City and cooperate fully in the investigation and mitigation of the breach. Immediate steps shall be taken to secure the data and prevent any further breach.
  - 4. Upon the expiration or termination of this Agreement, Consultant must either return all sensitive data to the City or ensure its secure destruction. Consultant must provide a certificate of data destruction or return, as applicable.

## II. **CITY'S DUTIES**

City will perform the following duties.

- A. Provide a written summary of the City's OPEB plan provisions, including a description of the City's contributions for any active and retired employees, and any changes since the June 30, 2023 valuation.

- B. Provide copies of the most recent Memorandum of Understandings (MOUs) for the City's employee bargaining and unrepresented groups, provided that information is not available on the City's website.
- C. Provide the City's August 2025 CalPERS Public Employees' Medical and Hospital Care Act ("PEMHCA") monthly employer billing roster, including detailed participant listing (actives and retirees), excluding social security numbers.
- D. Provide updated life insurance premiums rates for active employees and retirees for 2025 and 2026, if available.
- E. Provide the City's most current CalPERS PEMHCA resolution(s), if revised since June 30, 2023.
- F. Provide the two-party HMO Fire and Teamsters cap amounts for 2025 and 2026.
- G. Provide the June 30, 2025 CalPERS OPEB Data Extract for active and retired participants in Excel format, with one record per participant, completely and accurately supplemented with the following additional information in separate columns:
  - 1. Active Data: CalPERS pension plan tier (2% @ 55, 2% @ 60, 2% @ 62, 3% @ 50, 3% @ 55, 2.7% @ 57, etc.), bargaining unit or employee group, indicator of OPEB eligibility, and estimated annualized PERSable compensation.
  - 2. Retiree Data: Portion of premium paid by the City outside of PEMHCA, life insurance coverage amounts and premium paid for retirees and their spouses, indicator of whether the City pays the spouse portion for the retiree, bargaining unit or employee group, vesting percentages, and identification of all Limited Early Retirement Incentive Benefit recipients and the associated cap for 2025.
  - 3. Under no circumstances, shall the City provide Social Security numbers in any data submitted to the Consultant.
- H. At the City's discretion, provide such additional information as reasonably requested by Consultant based on its review of the City's retiree medical plan design.

## **EXHIBIT "B"**

### **TERM AND TIME OF COMPLETION**

**TERM.** This Agreement shall commence on April 15, 2026 and shall continue through December 31, 2027 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.

I. **AMOUNT.** Consultant shall be paid in accordance with the table set for below.

Project	Fees
Funding actuarial valuation report and meeting June 30, 2025 funding status	\$18,500
FY 2025/26 GASB 75 Report	\$2,750
FY 2026/27 GASB 75 Report (Roll-Forward)	\$2,750
<b>TOTAL</b>	<b>\$24,000</b>

In the event the City requests any work outside the scope of work described in Exhibit "A", Consultant shall be paid in accordance with the following hourly rate schedule.

Position	Hourly Rates
Senior Consulting Actuary	\$450
Consulting Actuary	\$400
Senior Actuarial Analyst	\$325
Actuarial Analyst	\$275

II. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A," including but not limited to additional reporting, data analysis, meetings or assistance with GASB 75 footnotes requested by the City that are not included in the scope of services, Consultant shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Finance Director, the Consultant may utilize up to \$2,000 in contingency funds to perform such additional work. Any such use of contingency funds shall not increase the total compensation payable to Consultant beyond \$26,000.

III. **METHOD OF PAYMENT.** Consultant shall submit an invoice upon completion of each report required under Section I.A, I.H, and I.I of Exhibit "A". Each invoice shall indicate:

- A. Dates of service;
- B. Description of services performed (identifying the applicable report);
- C. The applicable fixed fee amount;
- D. Total amount due;
- E. If applicable:
  1. Staff classification/title;

2. Hourly rate;
3. Number of hours worked;
4. Corresponding amount;
5. Total due
6. The cost of City preapproved subcontractors plus markup, and any reimbursable expenses.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to the City. Consultant may be required to provide backup material upon request.

- IV. **SCHEDULE FOR PAYMENT.** The City will make full payment within 45 days after its receipt of each invoice, provided that the services are completed to the City's reasonable satisfaction. Notwithstanding the foregoing, the City may withhold any payments, or portion thereof, that the City disputes in good faith until the dispute is resolved, to the maximum extent permitted by law.
- V. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Foster & Foster Consulting Actuaries, Inc.  
2181 Greenwich St.  
San Francisco, CA 94123  
Attention: Drew Ballard, Senior Consulting Actuary  
Email: Drew.Ballard@foster-foster.com

City: City of Redondo Beach  
Financial Services Department  
415 Diamond St, Door 1  
Redondo Beach, CA 90277  
Attention: Stephanie Meyer, Finance Director  
Email: Stephanie.Meyer@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

## EXHIBIT "D"

### 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.

Cyber 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 of \$4,000,000 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.

Cyber Liability Insurance: \$5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks

#### 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 shall 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.

## EXHIBIT "E"

### CYBERSECURITY PROVISIONS

#### A. DEFINITION OF "CITY CONFIDENTIAL INFORMATION"

For the purposes of this Agreement, "City Confidential Information" shall include, but not be limited to, all non-public information that is designated as confidential by the City, including but not limited to:

1. Personally Identifiable Information ("PII") as defined under applicable state and federal law;
2. Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA");
3. Payment Card Information as defined under the Payment Card Industry Data Security Standard ("PCI-DSS");
4. Law enforcement-sensitive information including but not limited to data collected or generated by the City Police Department;
5. Trade secrets and proprietary information, including but not limited to intellectual property, designs, processes, or strategies;
6. Financial data such as budgets, tax records, or other fiscal documents;
7. Any other information that, due to its nature or the circumstances of its disclosure, a reasonable person would understand to be confidential or proprietary.

City Confidential Information shall not include information that: a) is or becomes publicly available through no breach of this Agreement; b) is obtained from a third party lawfully in possession of such information and not under any duty to the City to maintain its confidentiality; c) is independently developed by the Consultant without reference to City Confidential Information.

#### B. COMPLIANCE WITH DATA PROTECTION LAWS

Consultant shall comply with all applicable federal, state, and local laws and regulations relating to data privacy and cybersecurity, including but not limited to the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), HIPAA, SB 1386, and the PCI-DSS where credit cards are involved, and any other applicable privacy or security laws.

### **C. DATA SECURITY MEASURES**

Consultant shall implement and maintain appropriate technical and organizational security measures to protect any City Confidential Information from unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, these measures shall include:

1. Encryption. All City Confidential Information, including City Confidential Information, must be encrypted in transit and at rest using industry-standard encryption protocols, such as TLS 1.3, AES-256, or better.
2. Access Controls. Consultant shall implement strict access control measures, including multi-factor authentication (“MFA”), role-based access controls (“RBAC”), and the principle of least privilege, ensuring that only authorized personnel have access to City Confidential Information.
3. Secure Data Storage. Consultant shall ensure that City Confidential Information is stored in secure data centers that comply with industry-recognized security standards, such as SOC 2, ISO 27001, or equivalent.
4. Network Security. Consultant shall maintain up-to-date firewalls, intrusion detection and prevention systems (“IDPS”), anti-virus software, and other security tools to safeguard City Confidential Information from external and internal cyber threats.
5. Personnel Security. Consultant shall implement personnel security measures, including conducting background checks for employees with access to City Confidential Information. In addition, the Consultant shall ensure all employees handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover topics such as data privacy laws, phishing prevention, secure data handling, and incident reporting procedures.
6. Alignment with Standards and Audits. All security measures shall align with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) or an equivalent framework (e.g., ISO 27001 or SOC 2 Type 2). Consultant shall conduct annual third-party audits of its cybersecurity practices and provide the City with certified reports, including any findings related to City Confidential Information. Audits shall cover compliance with CCPA/CPRA requirements, including any amendments on data minimization and location data handling.

### **D. INCIDENT RESPONSE AND DATA BREACH NOTIFICATION**

Consultant shall maintain a comprehensive incident response plan to address potential cybersecurity incidents, including but not limited to data breaches,

malware infections, and unauthorized access to City data. In the event of any security breach or unauthorized access involving City data, Consultant agrees to:

1. Immediate Notification. Notify the City in writing within 24 hours of discovering any actual or suspected security incident involving City data.
2. Investigation and Remediation. Investigate the breach, take all necessary steps to contain and mitigate its impact, and provide a full written report to the City detailing the breach's nature, the data involved, and the corrective actions taken.
3. Cooperation. Fully cooperate with the City and any regulatory authorities in any investigation or legal actions relating to the breach, including providing access to any relevant security logs, audit trails, or other information.

**E. DATA BACKUP AND DISASTER RECOVERY**

Consultant shall implement a robust data backup and disaster recovery plan. Consultant shall ensure that all City Confidential Information is backed up regularly to secure offsite locations with sufficient geographic redundancy. Consultant shall ensure that in the event of a disaster or significant system failure, all City Confidential Information can be restored to its original state within a reasonable timeframe agreed upon with the City.

**F. DATA RETENTION AND SECURE DISPOSAL**

Consultant shall retain City Confidential Information for the duration of this Agreement. However, upon termination or expiration of the Agreement, or upon the City's request, Consultant shall:

1. Return or Destroy Data. Promptly return all City Confidential Information in a format specified by the City or securely destroy the data and provide a written certification of destruction within thirty (30) days of the City's request.
2. Secure Disposal. Ensure that any media, devices, or documents containing City Confidential Information are disposed of in a manner that ensures the data is rendered irrecoverable, using methods such as secure shredding or certified electronic data destruction. For Police Department data, Consultant shall utilize Department of Defense ("DOD") certified destruction processes to ensure the complete and secure disposal of all confidential law enforcement-related information.
3. Post-Termination Access Limitations. Notwithstanding any provision in the Agreement, access to City Confidential Information after termination or expiration for purposes of calculating compensation under Exhibit "C" shall be restricted to aggregated or de-identified data only, where feasible, and shall expire six (6) months following termination or expiration, unless extended by mutual written agreement. Upon expiration of this access period, Consultant

shall immediately destroy all such data pursuant to subsections (1) and (2) above, and provide certification thereof.

**G. SUBCONTRACTORS AND THIRD-PARTY PROVIDERS**

If Consultant uses any subcontractors or third-party providers to assist in the performance of services under this Agreement, Consultant shall ensure that such subcontractors or providers comply with the same cybersecurity requirements outlined in this Agreement. This includes, but is not limited to:

1. Compliance with Cybersecurity Measures. Subcontractor and third-party providers must implement and maintain the same security measures as set forth in Section C of this Exhibit “E”, including without limitation, encryption, access controls, secure data storage, and network security.
2. Personnel Security Training. Consultant shall ensure that all subcontractors, third-party providers, and any other personnel involved in handling City Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover the topics outlined in Section C of this Exhibit “E”.
3. Audit Rights.

The City reserves the right to audit any subcontractor's or third-party provider's compliance with this Exhibit “E” upon reasonable notice (at least 10 business days), at the City's expense unless non-compliance is identified (in which case Consultant shall reimburse costs). Such audits may include review of security logs, training records, and data handling practices.

Consultant shall be fully responsible for any acts, omissions, or security breaches caused by its subcontractors or third-party providers, including but not limited to, their failure to comply with the cybersecurity requirements or training obligations set forth in this Exhibit “E”.

**H. NOTIFICATION OF CHANGES IN SECURITY CERTIFICATIONS**

Consultant shall immediately notify the City of any changes, lapses, or expirations in cybersecurity certifications (e.g., FEDRAMP, SOC 2 Type 2, etc.) that were in effect at the time of the Agreement execution.

**I. INDEMNIFICATION FOR CYBERSECURITY BREACH**

For the avoidance of doubt, and without limiting the scope of the indemnification obligations under Section 14 of this Agreement, Consultant acknowledges that its indemnification obligations include any and all claims, damages, losses, liabilities, fines, penalties, or expenses, including reasonable attorneys' fees, arising out of or related to any cybersecurity incident or data breach involving City Confidential Information, to the extent such incident or breach is caused by

the Consultant's or its subcontractors' negligence, intentional misconduct, or failure to comply with the cybersecurity requirements set forth herein.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2026

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).


<b>PRODUCER</b> Atkinson & Assoc. Insurance 1537 Brantley Rd, Bldg C Fort Myers, FL 33907 Paul G. Atkinson A009536	239-437-5555		<b>CONTACT NAME:</b> Paul G Atkinson <b>PHONE (A/C, No, Ext):</b> 239-437-5555 <b>FAX (A/C, No):</b> 239-689-3826 <b>E-MAIL ADDRESS:</b> patkinson@atkinsoninsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company <b>INSURER B:</b> of America <b>INSURER C:</b> Indian Harbor Insurance Co <b>INSURER D:</b> Travelers Excess & SL Co <b>INSURER E:</b> Evanston Insurance Company <b>INSURER F:</b> Atlantic Specialty Lines, Inc.			<b>NAIC #</b> 25666  36940 29696 35378

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		3AA964878	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
D	<input checked="" type="checkbox"/> CYBER LIABILITY			CYB10790987802 \$10K DED	01/01/2026	01/01/2027	MED EXP (Any one person) \$ 5,000
F	<input checked="" type="checkbox"/> CRIME- \$1,000,000			MML0094770126 \$10K DED	01/01/2026	01/01/2027	PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded CYB-EA CL \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-9T746362-26-42-G	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EZXS3227716	01/01/2026	01/01/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
DED      RETENTION \$							
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-8J390688-26-42-E NO DEDUCTIBLE	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> PROF LIAB E&O			MPP 9037522 07 \$250K DED	01/01/2026	01/01/2027	PL-EA CLM \$ 5,000,000 PL-AGGREG \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Renondo Beach, its officers, elected and appointed officials, employees and volunteers shall be listed as an additional insured with respects to the general liability and auto liability and is primary. 30 Day notice of cancellation.

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach Financial Services Department 415 Diamond Street Door 1 Redondo Beach, CA 90277	<b>CANCELLATION</b>  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 

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

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**EVANSTON INSURANCE COMPANY**  
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

Additional Premium: \$719 (Check box if fully earned )

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed 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.

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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

**Job Description**

ACTUARIAL CONSULTANTS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_