FIRST AMENDMENT TO THE CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND GLICKSMAN CONSULTING 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 Glicksman Consulting LLC, a Florida limited liability company ("Consultant").

WHEREAS, on February 20, 2018, the parties originally entered into the Agreement for Project Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties wish 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:

- Scope of Services. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which provides that Consultant shall perform a worker's compensation and liability actuarial studies for 2021 and 2022 and perform a workers' compensation actuarial study of the City's Fire Department as of June 30, 2020.
- 2. <u>Term.</u> Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to June 30, 2022. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-1" in accordance with the schedule set forth in Exhibit "B-1".
- 3. <u>Compensation</u>. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to provide that Consultant shall be paid in the amount of \$8,500 for the services described in Exhibit "A-1". Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1".
- 4. 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 9^{th} day of February, 2021.

CITY OF REDONDO BEACH, a chartered municipal corporation William C. Brand, Mayor	GLICKSMAN CONSULTING LLC, a Florida limited liability company Docusigned by: Stewn Glicksman Name: Title: Consulting Actuary
ATTEST:	APPROVED: Dianu Strickfaden ABEDBCF35EEF48C
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Michael W. Webb, City Attorney	

EXHIBIT "A-1"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

The City has a self-insurance program for workers' compensation and liability (automobile liability, general liability and other common exposures of California municipalities). The City pays claims from an earmarked fund and maintains financial reporting in accordance with GASB Statement No. 10 definitions.

- A. <u>Annual Workers' Compensation and Liability</u>. Consultant shall perform annual actuarial studies for the City's workers' compensation and liability programs.
 - Estimate Outstanding Losses. Estimate outstanding losses, including allocated loss adjustment expenses ("ALAE") as of June 30, 2021 and June 30, 2022. The estimated outstanding losses are the cost of unpaid claims. The estimated outstanding losses include case reserves, the development of known claims and incurred but not reported ("IBNR") claims. ALAE are the direct expenses for specific claims, primarily legal expenses. The amounts will be shown at full value and present value (discounted), and at various confidence levels
 - 2. Project Ultimate Limited Losses. Project the ultimate limited losses, including ALAE for 2021/22 and 2022/23. The projected ultimate limited losses are the accrual value of losses and ALAE with accident dates in 2021/22 and 2022/23, regardless of report or payment date. The amount is limited to the self-insured retention, if applicable. The amounts will be shown at full value and present value (discounted), and at various confidence levels.
 - 3. The work described herein shall be based on loss data as of June 30, 2021 and June 30, 2022.
 - 4. Provide a written report of the conclusions and a thorough actuarial analysis to support the conclusions. Provide separate reports for the workers' compensation and liability programs.
 - 5. Submit draft written reports for the workers' compensation and liability programs on or before May 1, 2021 and May 1, 2022. Submit final reports upon the City's approval of the draft reports.
- B. <u>Fire Department Workers Compensation</u>. Perform a workers' compensation actuarial study of the City's Fire Department as described in Section A of this Exhibit "A-1". For this specific study, submit the draft written report by March 31, 2021. The report shall include estimated outstanding losses, including ALAE as of June 30, 2020 and projected ultimate limited losses, including ALAE for 2020/21.

EXHIBIT "B-1"

SCHEDULE FOR COMPLETION

TERM. This Agreement shall be extended to June 30, 2022, unless otherwise terminated as herein provided. This Agreement may be extended by mutual agreement.

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 in accordance with the following schedule.

Description	Amount
Annual Workers Compensation and Liability for 2021 - Section A	\$3,500
Annual Workers Compensation and Liability for 2022 - Section A	\$3,500
Fire Department Workers Compensation - Section B	\$1,500
Total Amount	\$8,500

- B. **EXPENSES.** Expenses for copying, postage and telephone are included. There are no fees for teleconferences.
- C. METHOD OF PAYMENT. Consultant shall provide invoices to City for approval and payment. Invoices must list the services performed, date of service, and fee. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- D. **SCHEDULE FOR PAYMENT**. City agrees to pay Consultant within thirty (30) days of receipt of Consultant's invoice; provided, however, that services are completed to the City's full satisfaction.
- E. **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.

<u>Consultant</u>: Glicksman Consulting, LLC

3124 NW 59 Street, Suite 100 Boca Raton Florida 33496

Attention: Steven Glicksman, FCAS, MAAA

<u>City</u>: City of Redondo Beach

Human Resources Department

415 Diamond Street

Redondo Beach, CA 90277

Attention: 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2020

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.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights							equire an endorsement	. A sta	itement on	
PRODUCER				CONTACT NAME: Nita Butler							
Hub International Florida			PHONE (A/C, No, Ext): 904-446-3151 (A/C, No): 904-396-7432								
-	739 Deerwood Park Blvd S 200 ksonville FL 32256				(A/C, No, Ext): 904-330-7432 E-MAIL ADDRESS: nita.butler@hubinternational.com						
Oddreson vine 1 E 02200									NAIC#		
				INSURER A: Continental Casualty Company				20443			
INSURED GLICK-1				INSURER B : Lloyd's of London					15792		
Glicksman Consulting LLC					INSURER C:						
599 West Royal Palm Road Ste A Boca Raton FL 33486					INSURER D :						
					INSURER E :						
					INSURER F:						
COVERAGES CERTIFICATE NUMBER: 814867728 REVISION NUMBER:											
IN Cl	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	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s		
A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	5094105736		6/4/2020	6/4/2021	EACH OCCURRENCE	\$ 1,000	.000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	,	
								MED EXP (Any one person)	\$ 10,000	0	
								PERSONAL & ADV INJURY	\$1,000	,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000	
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	,000	
	OTHER:								\$		
Α	AUTOMOBILE LIABILITY			5094105736		6/4/2020	6/4/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000	
	ANY AUTO							BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED AUTOS ONLY HIRED Y NON-OWNED							BODILY INJURY (Per accident)	\$		
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$		
Α	UMBRELLA LIAB X OCCUR			5094107969		6/4/2020	6/4/2021	EACH OCCURRENCE	\$4,000	,000	
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED X RETENTION \$ 10,000							DED OTH	\$		
	AND EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE			
-	DÉSCRIPTION OF OPERATIONS below			IXPDMDI 0047000		44/4/0000	44/4/0004	E.L. DISEASE - POLICY LIMIT	\$1,00	0.000	
В	E&O/ Professional			KBRMPL0017202		11/1/2020	11/1/2021	Prof Liab Prof Liab Agg.	\$2,000		
DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) E&O Split Retro Date: 11/1/041,000,000 / 1,000,000; 11/1/111,000,000 / 2,000,000.											
CEI	RTIFICATE HOLDER				CANC	ELLATION					
City of Redondo Beach 415 Diamond Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Redondo Beach CA 90277					AUTHORIZED REPRESENTATIVE						