

Project Name: Workers Compensation Claims
Administration

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.**

Contract No.12735-2021

THIS FIRST AMENDMENT to the Agreement for Professional Services entered between the **CITY OF THOUSAND OAKS**, a municipal corporation, (hereafter "City") and **SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.** Third Party Administrator (herein "TPA"), entitled AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF THOUSAND OAKS AND SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. and dated July 1, 2021 (herein "Contract") is made this 18th day of June, 2024.

RECITALS

- A. Section 3 of Contract, currently, and as may have been previously amended, provides for a "not-to-exceed" total payment as consideration to Consultant of \$130,229 for services generally and briefly described as professional services in conjunction with responsive workers' compensation claims administration services in compliance with applicable California Labor Code statutes and provisions.
- B. Section 5 of contract, and as may have been previously amended, provides for an agreement term commencing July 1, 2021 and ending on June 30, 2024, with the option to extend the term no more than two separate times for a period of one year each.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. The sum of \$45,157, is added as compensation to Consultant under the present Contract for the above-described services, and Section 3 (a) of Contract is hereby amended to read in its entirety as follows:

- (a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$175,386, and shall be earned as the work progresses on the following basis:

“Hourly, at the hourly rates and with reimbursement to TPA for those expenses set forth in TPA's Fee Schedule, which is attached hereto as Exhibit " B" and which is incorporated herein, as though set forth in full, by this reference. The rates and expenses set forth in that exhibit shall be binding upon TPA for the term of this Agreement, after which any change in the rates and expenses must be approved in writing by City's Project Manager (with City to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due TPA for all work described under this Agreement.”

Part 2. Pursuant to Section 5 of Contract, City exercises its options to extend the term of the agreement to include from July 1, 2024 and ending June 30, 2025.

Part 3. A new Section 31 is added to the Contract to read as follows:

LEVINE ACT COMPLIANCE:

California Government Code Section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding..

Council members are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$250 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made. The Levine Act also requires parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts. In order to assure compliance with these requirements, Consultant has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit C, incorporated herein by reference, and Consultant verifies by its signature that it has completed Exhibit C in compliance of these requirements. Consultant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to award of this Contract, and for the 12 months following award of this Contract. Where applicable, Consultant

shall disclose any post award campaign contributions prior to seeking an amendment to this Contract..

Part 4. The Contract is amended to include the Levine Act Disclosure Form, attached to this amendment as Exhibit A, as Exhibit C to the Contract.

IN WITNESS WHEREOF, the parties execute this First Amendment to Contract as of the date set forth above.

THIRD PARTY ADMINISTRATOR

By: Michael V. Shook
Title: Vice President

By: J.Edward Peel
Title: Vice President

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Tim W. Giles, Human Resources Director

APPROVED AS TO FORM:
Office of the City Attorney

By: Noel Doran, Assistant City Attorney



EXHIBIT A

LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$250 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement and their agents. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

- The Levine Act (Gov Code § 84308) DOES NOT apply to this Agreement/Contract
- The Levine Act (Gov Code § 84308) DOES apply to this Agreement/Contract and the required disclosure is set forth below:

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$250 (aggregated) to any council member in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement/Contract?

- YES
- NO

Council Member Name	Payee Name	Payment Date	Payment Amount

2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$250 (aggregated) to any City Council member in the 12 months following any City Council action related to this Agreement/Contract? **** There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.**

YES

NO

Council Member Name	Payee Name	Payment Date	Payment Amount

Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this Agreement/Contract. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this Agreement/Contract.

June 4, 2024

J. Edward Peel

Sedgwick Claims Management Services, Inc.

Date

Printed Name/Title of Authorized Representative

Name of Business/Legal Entity


Signature

***** You must submit a supplemental form if you make any new reportable contribution(s) while the Agreement/Contract is being considered *****

** "Aggregated" contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; (2) all contributions made by an agent of the party or participant; and (3) all contributions made by an individual or entity required to be aggregated with the party or participant, and any agent of the party or participant.