

A G R E E M E N T

THIS AGREEMENT dated the _____ day of _____, 2023, is by and between the **CITY OF STAMFORD** (hereinafter the “City”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by Caroline Simmons, its duly authorized Mayor, and **MILLIMAN, INC.** (hereinafter the “Consultant”), a foreign (WA) corporation with a principal place of business located at 200 Great Pond Drive, Suite 100, Windsor, Connecticut, and acting herein by Rebecca A. Sielman, its duly authorized Principal.

W I T N E S S E T H

WHEREAS, The City issued Request for Proposals No. 2023.0088 for Consulting for Actuarial Services on June 1, 2023 (hereinafter the “City’s RFP No. 2023.0088”);

WHEREAS, The Consultant submitted a proposal in response to the City’s RFP No. 2023.0088 on June 26, 2023 (hereinafter the “Consultant’s Proposal”); and

WHEREAS, The City has accepted the Consultant’s Proposal pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature, not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The City’s RFP No. 2023.0088;

Exhibit A-1 – Addendum No. 1, dated June 18, 2023, to the City’s RFP No. 2023.0088;

Exhibit A-2 – Addendum No. 2, dated June 20, 2023, to the City’s RFP No. 2023.0088;
and

Exhibit B – The Consultant’s Proposal;

all attached hereto and hereby made a part hereof as if fully set forth herein;

3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Consultant an exclusive right to perform the Scope of Services. The City may enter into similar agreements with other consultants at its sole discretion on an as-needed basis;

4. COMPENSATION. The Consultant shall be compensated for the Scope of Services as follows:

Period	Pension	OPEB	Other Requested Core Services ⁽¹⁾
2023-2024	\$87,000.00	\$43,100.00	\$6,700.00
2024-2025	\$90,900.00	\$44,800.00	\$7,000.00
2025-2026	\$94,500.00	\$46,600.00	\$7,300.00
2026-2027	\$98,300.00	\$48,500.00	\$7,600.00
2027-2028	\$102,200.00	\$50,400.00	\$7,900.00
2028-2029	\$106,300.00	\$52,400.00	\$8,200.00
2029-2030	\$110,000.00	\$54,500.00	\$8,500.00

All as set forth in greater detail in the Fee Proposal included in the Consultant’s Proposal.

⁽¹⁾ This is an annual allowance based on 20 hours at a discounted blended hourly rate. Additional hours will be billed per the hourly billing rates set forth in the Fee Proposal included in the Consultant’s Proposal;

5. TERM. The Term of this Agreement shall commence, retroactively, on July 1, 2023, and terminate five (5) years thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for two (2), additional years provided that all other terms of this Agreement remain the same. No such extension shall be for greater than one (1) year and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed seven (7) years;

6. CONSULTANT’S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Consultant shall be authorized to act on behalf of the Consultant with respect to the Scope of Services and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Consultant at all times:

Rebecca A. Sielman, FSA, MAAA, EA, Lead Actuary.

In addition to the Consultant’s Representative, the following Key Personnel of the Consultant shall be assigned to, participate in and be available to the City for the Scope of Services:

Yelena Pelletier, ASA MAAA, EA, Supporting Consultant;
Sharad Arora, Supporting Consultant; and
Robert Schmidt, FSA, MAAA, EA, Healthcare Actuary.

Neither the Consultant’s Representative nor the Key Personnel shall be replaced by the Consultant without fifteen (15) days prior written consent of the City:

7. STANDARD OF CARE AND REPRESENTATIONS. In performing the Scope of Services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing in the same or similar locality (the "Standard of Care"). The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services, including any supplementary services, in accordance with the Standard of Care. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

8. CAPACITY/INDEPENDENT CONTRACTOR. The Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant shall be responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Consultant under this Agreement;

9. INDEMNIFICATION. The Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, to the extent resulting directly from the Consultant's grossly negligent performance pursuant to this Agreement, or by any grossly negligent omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees in the course of Consultant's performance of the services hereunder. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement. The City agrees that it will promptly notify and tender the defense to the Consultant of any indemnified claim, provided that the City's failure to provide prompt notice shall not relieve the Consultant from liability herein except to the extent the Consultant is prejudiced by such failure, and Consultant shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Consultant shall obtain the City's consent in the event of any settlement, which consent shall not be unreasonably withheld. The City may participate in the defense of any indemnified claim at its own expense.

10. THIRD PARTY DISTRIBUTION. The City agrees to indemnify and hold the Consultant, its officers, directors, agents and employees, harmless from and against all loss, damages, liability, and Expense, with respect to the Scope of Services where such loss, damages, liability or Expense was incurred by reason of any claims, actions, suits or governmental investigations or proceedings, brought by any third party against or involving the Consultant, its officers, directors, agents and employees, which arise out of any third party distribution of the Consultant's work by the City; provided, however, that the City shall not be required to indemnify the Consultant, its officers, directors, agents and employees, for any damages determined by a court or an arbitration panel to have resulted

from the Consultant's intentional fraud or willful misconduct. For purposes of this paragraph only, "Expense" shall include: all legal expenses incurred by the Consultant in the investigation, defense or settlement of any claim, action, suit or proceeding, and all other reasonable costs and expenses, including the services of the Consultant based on normal hourly rates, together with its out-of-pocket expenses, incurred in the investigation, defense or settlement of same:

11. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements included in the City's Request for Proposals No. 2023.0088. The Consultant shall be solely responsible for ensuring that its agents, including contractors and subcontractors, maintain insurance coverage at levels no less than those required of the Consultant pursuant to this section;

12. LIMITATION OF LIABILITY. The parties agree that the Consultant, its officers, directors, agents and employees, shall not be liable to the City, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages which exceed five million dollars (\$5,000,000.00) in the aggregate. In no event shall the Consultant be liable for lost profits of the City or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of the Consultant;

13. ASSIGNMENT. The Consultant shall not assign or transfer any portion of the Scope of Services set forth herein without the prior written approval of the City;

14. SUBCONTRACTING/SUBCONSULTING. Aside from those subconsultants or subcontractors disclosed in the Consultant's Proposal, the Consultant is prohibited from further subconsulting or subcontracting the Scope of Services or any part of it unless the City first approves such subconsulting or subcontracting in writing and approves, in writing, of the specific subconsultant(s) or subcontractor(s) the Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the City approve of a proposed subconsultant or subcontractor, the Consultant shall comply with the City of Stamford Code of Ordinances § 103.4;

15. REVIEW OF WORK. The Consultant shall permit the City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;

16. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed pursuant to this Agreement;

17. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for

payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;

18. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS. The Consultant shall fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com;

19. COMPLIANCE WITH LAWS. The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures related to the Scope of Services.

20. CONFIDENTIALITY. In connection with this Agreement, each party hereto (a “disclosing party”) may disclose its confidential and proprietary information to the other party (a “receiving party”). Subject to the exceptions listed below, a disclosing party’s “Confidential Information” shall be defined as information disclosed by the disclosing party to the receiving party under this Agreement that is either: (i) clearly marked or otherwise clearly designated as confidential or proprietary; or (ii) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party. Confidential Information shall include, without limitation, the terms of this Agreement. During the term of this Agreement and after its expiration or termination, a receiving party shall not disclose to any third party, a disclosing party’s Confidential Information without the prior written consent of the disclosing party. In addition, each party agrees to take reasonable measures to protect the other party’s Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this paragraph shall not apply to any information of the disclosing party which: (i) is work product prepared by the Consultant as part of the Scope of Services, subject to the limitations contained in the TOOL DEVELOPMENT section below; (ii) is or becomes a part of the public domain through no wrongful act of the receiving party; (iii) was in the receiving party’s possession free of any obligation of confidentiality at the time of the disclosing party’s communication thereof to the receiving party; (iv) is developed by the receiving party with no reliance on or reference to the Confidential Information of the disclosing party; or (v) is required by law or regulation, including, but not limited to, the Connecticut Freedom of Information Act (FOIA), to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice if reasonably possible such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order. During and after the term of this Agreement, the parties, including, without limitation, their employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, or use or cause to be used

in any manner adverse to the interest of the other party, any financial, administrative or other confidential business information, except as is necessary to perform the Scope of Services or as may be required by law;

21. TOOL DEVELOPMENT. The Consultant's work is prepared solely for the use and benefit of the City in accordance with its statutory and regulatory requirements. The Consultant recognizes that materials it delivers to the City may be disclosed to third parties, however, the Consultant does not intend to benefit and assumes no duty or liability to any third parties who receive the Consultant's work and may include disclaimer language on its work so stating. The City agrees not to remove any such disclaimer language from the Consultant's work. The Consultant shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secrets and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the Consultant or developed during the course of the provision of the Scope of Services provided such generic documents or templates do not contain any City confidential information or proprietary data ("Consultant Tools"). Rights and ownership by the Consultant of Consultant Tools shall not extend to or include all or any part of the City's proprietary data or City confidential information. To the extent that the Consultant may include in the work product any Consultant Tools, the Consultant agrees that the City shall be deemed to have a fully paid up license to make copies of the Consultant Tools as part of its use of this work product for its internal business purposes and provided that such Consultant Tools cannot be modified or distributed outside the City without the written permission of the Consultant or as otherwise permitted herein;

22. GIFTS. During the Term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;

23. CODE OF ETHICS. The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances;

24. MORALS CLAUSE. Neither the Consultant, the Consultant's Representatives nor the Consultant's Key Personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If either the Consultant, the Consultant's Representative or the Consultant's Key Personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or is accused of performing or

committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this Agreement upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion;

25. TERMINATION.

A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant makes no express or implied warranty and shall have no liability of any type whatsoever with respect to any draft or unfinished work product that is clearly marked as or otherwise clearly indicated to be a draft and delivered to the City pursuant to this clause and the City shall not attribute any such draft/unfinished work as a Consultant work product;

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined by a court of competent jurisdiction or arbitration panel.

B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies pursuant to

this Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City, provided that the Consultant makes no express or implied warranty and shall have no liability of any type whatsoever with respect to any draft or unfinished work product that is clearly marked as or otherwise clearly indicated to be a draft and delivered to the City pursuant to this clause and the City shall not attribute any such draft/unfinished work as a Consultant product. If this Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of this Agreement;

26. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage;

27. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement (“Claims”) through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”);

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held; and

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon;

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation;

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation

for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings; and

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof;

C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall be subject to final and binding arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of this Agreement. The arbitration shall be held before a panel of three arbitrators. Each party shall designate in writing its own, single arbitrator within 30 days of the arbitration commencement. The two arbitrators designated by the parties shall then select a third neutral arbitrator. The arbitrators shall have a background in either insurance, actuarial science, or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing and such discovery shall be conducted consistent with the most recent Connecticut Practice Book. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration;

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim;

The arbitrators shall have no power or authority to award punitive or exemplary damages. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law; and

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, any complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The parties hereby waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding;

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved;

28. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD.

Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

29. NON-APPROPRIATION.

The City is a municipal corporation and, therefore, the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City of Stamford Board of Representatives of funds sufficient for such purposes for each budget year in which this Agreement is in effect;

30. GOVERNING LAWS.

The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut and that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws;

31. INTERPRETATION.

The City and the Consultant agree that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, this Agreement shall prevail and take precedence;

32. NON-WAIVER.

The failure of either party to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that party may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The parties reserve the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein; and

33. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement. Paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD


Print:
Witness


By: _____
Caroline Simmons, Mayor

Date: _____


Print:
Witness

MILLIMAN, INC.


Print: Jolene C. DESKUS
Witness

By: 
Rebecca A. Sielman, Principal

Date: 11/28/2023


Print: SHARAD ARORA
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____